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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

UNITED STATES OF AMERICA, STATE OF
CALIFORNIA, STATE OF DELAWARE,
DISTRICT OF COLUMBIA, STATE OF
FLORIDA, STATE OF ILLINOIS, STATE OF
IOWA, STATE OF MARYLAND,
COMMONWEALTH OF MASSACHUSETTS,
STATE OF MINNESOTA, STATE OF
MONTANA, STATE OF NEW JERSEY,
STATE OF NEW MEXICO, STATE OF NEW
YORK, STATE OF RHODE ISLAND,
COMMONWEALTH OF VIRGINIA, *EX. REL.*
ROBERT G. LEE,

Plaintiffs,

v.

FIRSTSPEAR, LLC, POINT BLANK
ENTERPRISES, INC., CENTRAL LAKE
ARMOR EXPRESS, INC., KDH DEFENSE
SYSTEMS, INC., and SAFARILAND, LLC,

Defendants.

19 CV 01778 RSM

COMPLAINT AND JURY DEMAND
FILED UNDER SEAL PURSUANT
TO 31 U.S.C. § 3730(b)(2)

Date Action Filed: *

FILED UNDER SEAL

COMPLAINT & JURY DEMAND
FILED UNDER SEAL -

KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200, Seattle
Seattle, Washington 98101-3052
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1 This is a civil *qui tam* action to recover damages and civil penalties on behalf of the United
2 States of America, the State of California, the State of Delaware, the District of Columbia, the
3 State of Florida, the State of Illinois, the State of Iowa, the State of Maryland, the Commonwealth
4 of Massachusetts, the State of Minnesota, the State of Montana, the State of New Jersey, the State
5 of New Mexico, the State of New York, the State of Rhode Island, and the Commonwealth of
6 Virginia (collectively “States”), ex rel. by Robert G. Lee, arising from false statements and claims
7 made and presented by Defendants FirstSpear, LLC, Point Blank Enterprises, Inc, Central Lake
8 Armor Express, Inc., KDH Defense Systems, Inc., and Safariland, LLC, and/or their agents or
9 employees in violation of the *qui tam* provisions of the Federal Civil False Claims Act (“FCA”),
10 pursuant to 31 U.S.C. §§ 3729 *et seq.* as amended, and parallel State statutes.

11 A written disclosure of all material evidence and information the Relator possesses was
12 served on the United States Government pursuant to 31 U.S.C. § 3730(b)(2) on October 21, 2019.
13 A copy of this complaint will be served on the United States Government pursuant to 31 U.S.C. §
14 3730(b)(2) and Rule 4(i) of the Federal Rules of Civil Procedure on the date of filing. A copy of
15 the complaint as well as a written disclosure of substantially all material evidence and information
16 the Relator possesses will also be sent to the governments of the States pursuant to State statutes
17 on the date of filing. This complaint is filed in camera, under seal, and may not be served upon the
18 Defendants until further order of this Court.

I. NATURE OF THE ACTION

20 1. FirstSpear, LLC, Point Blank Enterprises, Inc., Central Lake Armor Express, Inc.,
21 KDH Defense Systems, Inc., and Safariland, LLC (collectively “Defendants”), manufacture,
22 market, and sell body armor (also known as “bulletproof” vests¹) for law enforcement officers.
23 Defendants sell accessory panels to accompany these vests, which are smaller pieces of body armor
24 billed as providing additional protection to the neck, arms, and groin, among other areas, from

¹ The term “vests” is not a technical term in the body armor industry and is used in this Complaint for readability. It should be read to refer to ballistic panels and associated carriers designed to provide full torso coverage from gunfire, as described below. See *infra*, at ¶ 84.

1 bullets. These accessory panels are worn and relied on by officers engaging in particularly
 2 hazardous duties, such as Special Weapons and Tactics (“SWAT”) teams. This case is about false
 3 claims Defendants made regarding the ballistics protection provided by these accessory panels.

4 2. Body armor is critical safety equipment that law enforcement officers need for
 5 personal protection to protect against bullet penetrations and blunt force trauma associated with
 6 bullet impacts.

7 3. As explained in depth below, the National Institute of Justice (“NIJ”) publishes a
 8 standard and provides a certification and testing program for body armor that law enforcement
 9 agencies rely on when making purchases. Products can be certified to different NIJ “threat levels,”
 10 ranging from protection from small caliber handgun bullets to protection from larger caliber or
 11 armor piercing rifle bullets. For example, if a product is certified to NIJ “threat level IIIA,” that
 12 means it is tested against .357 SIG Full Metal Jacket Flat Nose and .44 Magnum Semi-Jacketed
 13 Hollow Point bullets fired from handguns. Body armor passes these tests and can be NIJ certified
 14 if, among other things, it prevents the bullet from penetrating the armor and would also minimize
 15 injuries from blunt force trauma to the part of the body covered by the armor.

16 4. However, NIJ will not certify accessory panels. Any product label claiming that an
 17 accessory panel is certified to NIJ Standard-0101.06 is false. In addition, independent testing of
 18 several accessory panels at an NIJ-approved laboratory at Relator’s request revealed that these
 19 panels do not pass the NIJ Standard-0101.06 tests. The level of blunt force trauma that would have
 20 been caused by the bullets striking the tested panels was over NIJ’s limit imposed to protect against
 21 serious injury, such as severing of the spinal cord.

22 5. Governments and law enforcement agencies rely on the NIJ standard to ensure that
 23 law enforcement officers wearing body armor are adequately protected from threats. Government
 24 purchasers of these products typically require the body armor products that they buy to be certified
 25 to NIJ Standard-0101.06. To sell accessory panels to government clients, Defendants marketed
 26 and labeled their accessory panels as being certified to NIJ Standard-0101.06 or NIJ threat level

1 IIIA and offering the protection that entails. Defendants also falsely marketed and labeled their
 2 accessory panels by referencing the names and model numbers of their other certified products,
 3 such as full-size bulletproof vests, that had been certified to NIJ Standard-0101.06 or NIJ threat
 4 level IIIA. This marketing and labelling was knowingly false within the meaning of the FCA and
 5 parallel State statutes.

6. Governments believed the Defendants' false marketing and labeling, and, as a result
 7 of the Defendants' conduct, the Federal Government and the governments of the States² purchased
 8 the Defendants' falsely labeled accessory panels to protect their law enforcement officers.
 9 Defendants' conduct violates the federal False Claims Act, 31 U.S.C. § 3729 *et seq.*, and the false
 10 claims acts of each of the States.

11. 7. Relator Robert G. Lee ("Relator"), through the undersigned attorneys, brings this
 12 *qui tam* action based upon personal knowledge, review of relevant documents, their investigations,
 13 and information and belief, on behalf of the United States of America and the States pursuant to
 14 the FCA and State equivalents. Relator seeks to recover treble damages sustained by, and civil
 15 penalties and restitution owed to, the United States Government and the States.

16. II. JURISDICTION AND VENUE

17. 8. This court has jurisdiction over the claims Relator brings on behalf of the United
 18 States under the FCA pursuant to 28 U.S.C. § 1331, and 31 U.S.C. § 3732, which confers
 19 jurisdiction on this court for actions brought pursuant to 31 U.S.C. §§ 3729 and 3730.

20. 9. This court also has jurisdiction over the claims Relator brings on behalf of the States
 21 under each state's false claims act pursuant to 31 U.S.C. § 3732(b) because these claims arise from
 22 the same transaction or occurrence as the claims brought under 31 U.S.C. § 3730.

23. 10. This Court may exercise personal jurisdiction over the Defendants pursuant to 31
 24 U.S.C. § 3732(a) because at least one Defendant can be found or transacts business in this District,
 25

26. ² References to purchases by each of the States throughout this complaint also include purchases by all state
 agencies and/or political subdivisions of the state and any other entities encompassed under each State's statute.

1 and/or an act proscribed by 31 U.S.C. § 3730 occurred in this District. This Court may also exercise
 2 personal jurisdiction over the Defendants because they do business in the Western District of
 3 Washington and have sufficient minimum contacts with this District. Defendants intentionally
 4 avail themselves of the markets in this state through the promotion, marketing, and sale of the
 5 products at issue in this lawsuit to render the exercise of jurisdiction by this Court permissible
 6 under Washington law and the U.S. Constitution. *See infra*, at section V(F)(3)(p).

7 11. Venue is appropriate in this District pursuant to 31 U.S.C. § 3732(a) because
 8 Defendants transact business in this District and submitted or caused to be submitted false claims
 9 in this District and because violations of 31 U.S.C. § 3729 occurred in this district.

10 12. A civil action for violations of the False Claims Act may be brought by private
 11 persons on behalf of the United States Government under the *qui tam* provisions of 31 U.S.C. §
 12 3730(b). Similar provisions exist for each of the States.³

13 13. Relator is the original source of the information and facts upon which the
 14 allegations of this Complaint are based. Relator has direct independent knowledge of the
 15 information and facts contained in this Complaint based upon his own investigation and analyses
 16 as well as an investigation undertaken on his behalf through his Counsel.

17 14. To the best of Relator's knowledge, there has been no prior public disclosure of the
 18 allegations contained in this Complaint. There are no known published studies, reports, or articles
 19 that have previously identified the scheme identified in this Complaint. Relator performed
 20 independent research and analyses to confirm, to the best of his ability, the false claims that he
 21 identifies in this Complaint.

22 15. Further, Relator's Complaint is not based upon the public disclosure of allegations
 23 or transactions in any criminal, civil, or administrative hearing, or any congressional, Government

24 ³ Cal. Gov't Code § 12652(c) (California); Del. Code Ann. tit. 6, § 1203(b) (Delaware); D.C. Code § 2-381.03(b)
 25 (District of Columbia); Fla. Stat. § 68.083(2) (Florida); 740 Ill. Comp. Stat. 175/4(b) (Illinois); Iowa Code §
 26 685.3(2) (Iowa); Md. Code Ann., Gen. Provis. § 8-104(a) (Maryland); Mass. Gen. Laws ch. 12, § 5C(2)
 (Massachusetts); Minn. Stat. § 15C.05(a) (Minnesota); Mont. Code Ann. § 17-8-406(1) (Montana); N.J. Stat. Ann.
 § 2A:32C-5(b) (New Jersey); N.M. Stat. Ann. § 44-9-5(A) (New Mexico); N.Y. State Fin. Law § 190(2) (New
 York); 9 R.I. Gen. Laws § 9-1.1-4(b) (Rhode Island); Va. Code Ann. § 8.01-216.5(A) (Virginia).

1 Accountability Office or other Federal report, hearing, audit, or investigation, or from the news
2 media.

3 16. To the extent that there has been any public disclosure unknown to Relator, he is
4 an original source under 31 U.S.C. § 3730(e)(4)(B) and equivalent State statutes.

5 **III. PARTIES**

6 **A. Plaintiffs**

7 17. The following are the real parties in interest:

8 A. The United States, including, but not limited to, the Department of Justice, the
9 General Services Administration, the Department of Defense, the Treasury Department, the
10 Department of Homeland Security, and other federal agencies or divisions who purchased, or
11 provided funds for the purchase of, accessory panels designed for ballistic protection manufactured
12 or sold by FirstSpear, LLC, Point Blank Enterprises, Inc., Central Lake Armor Express, Inc., KDH
13 Defense Systems, Inc., or Safariland, LLC (from brands including American Body Armor, GH
14 Armor Systems, Second Chance Body Armor, and Protech Tactical); and

15 B. The State of California, the State of Delaware, the District of Columbia, the State
16 of Florida, the State of Illinois, the State of Iowa, the State of Maryland, the Commonwealth of
17 Massachusetts, the State of Minnesota, the State of Montana, the State of New Jersey, the State of
18 New Mexico, the State of New York, the State of Rhode Island, and the Commonwealth of
19 Virginia, including, but not limited to all agencies, divisions or political subdivisions of these
20 States who purchased, or provided funds for the purchase of, accessory panels designed for
21 ballistic protection manufactured or sold by FirstSpear, LLC, Point Blank Enterprises, Inc., Central
22 Lake Armor Express, Inc., KDH Defense Systems, Inc., or Safariland, LLC (from brands including
23 American Body Armor, GH Armor Systems, Second Chance Body Armor, and Protech Tactical).

1 **B. Relator**

2 18. Relator Robert G. Lee is the Owner, President, and Chief Executive Officer of
3 Accushape Inc. (“Accushape”) and a resident of Portland, Oregon. Accushape is a body armor
4 manufacturer based in Portland, Oregon, with a manufacturing plant in Albany, Oregon.

5 **C. Defendants**

6 **1. FirstSpear, LLC**

7 19. Defendant FirstSpear, LLC (“FirstSpear”) is a corporation with offices located at
8 2019 Corporate 44 Drive, Fenton, Missouri 63026.

9 20. FirstSpear manufactures tactical equipment that it sells directly to customers and
10 equipment it manufactures for companies in the defense industry and beyond. FirstSpear offers a
11 variety of tactical gear including vests and accessories. FirstSpear’s vest system product lines
12 include: Strandhögg, Siege-R, Aegir-38, Assaulter Armor Carrier, Ragnar, and M.A.S.S. Modular
13 Armor Supplement System.

14 21. FirstSpear has also collaborated with Point Blank Enterprises, Inc., to sell products
15 manufactured by Point Blank as shown *infra* at ¶ 117, and also with Defendant Safariland, LLC.

16 22. FirstSpear has sold body armor to the federal government. FirstSpear has stated
17 that it sells its M.A.S.S. Modular Armor Supplement System product, a set of accessory panels,
18 “everyday to police and military units.”

19 **2. Point Blank Enterprises, Inc.**

20 23. Defendant Point Blank Enterprises, Inc. (“Point Blank”) is a corporation with
21 offices located at 2102 Southwest 2nd Street, Pompano Beach, Florida 33069.

22 24. According to their website, Point Blank “is the worldwide leader in the
23 development, manufacturing and distribution of high performance, protective solutions for the
24 U.S. Military and U.S. Department of Defense, Federal Agencies, domestic and international law
25 enforcement, and corrections professionals.”

1 25. Point Blank also claims to be “the industry’s leading innovator of advanced
2 products and designs engineered to maximize ballistic protection.” The company advertises that it
3 has “shipped millions of body armor solutions to America’s service men and women, law
4 enforcement professionals, corrections officers, Federal agents, and other key national and
5 international customers.”

6 26. The company offers products including body armor vests and accessory panels
7 under the brand names Point Blank Body Armor, PACA, PARACLETE, and others.

8 **3. Central Lake Armor Express, Inc.**

9 27. Defendant Central Lake Armor Express, Inc. (“Armor Express”) is a corporation
10 with offices located at 4501 N. Fairfax Drive, Suite 720, Arlington, Virginia 22203.

11 28. Armor Express, founded in 2005, is a designer, manufacturer and supplier of
12 “protective solutions” with sales both to the domestic law enforcement market as well as the U.S.
13 military, federal law enforcement, first responders and corrections professionals globally. Their
14 products include body armor vests and accessory panels.

15 29. On their website, Armor Express claims that “Safety is our Priority – We will
16 always ensure that every product we source or produce has the highest quality and safety controls
17 – we are saving lives.” The company also advertises that it “will always make ethical decisions,”
18 “be transparent with our customers and colleagues,” and “always hold ourselves and our
19 colleagues accountable for actions and results.”

20 **4. KDH Defense Systems, Inc.**

21 30. Defendant KDH Defense Systems, Inc. (“KDH Defense Systems” or “KDH”) is a
22 corporation with offices located at 750A Fieldcrest Road, Eden, North Carolina 27288.

23 31. KDH Defense Systems is a producer and manufacturer of body armor for the U.S.
24 Department of Defense, U.S. Armed Forces, and federal government and law enforcement
25 agencies. Their products include body armor vests and accessory panels.

1 32. KDH claims to have “consistently delivered innovative, high-quality products” to
 2 agencies including the U.S. Armed Forces and the United States Department of Homeland
 3 Security.

4 33. Armor Express and KDH Defense Systems are both owned by the holding
 5 company, Praesidium. The Chief Executive Officer of both companies is James R. Henderson.
 6 Praesidium is owned by SBJ Fund (Spanos Barbers Jesse & Co., LLC).

7 34. Armor Express and KDH Defense Systems “are recognized as one of the leading
 8 suppliers of protective armor solutions in the world.”

9 **5. Safariland, LLC**

10 35. Defendant Safariland, LLC, d/b/a The Safariland Group (“Safariland”), is a
 11 corporation with offices located at 13386 International Pkwy, Jacksonville, Florida 32218.

12 36. The Safariland Group is a manufacturer of equipment focused on the law
 13 enforcement, public safety, military, and recreational markets and includes 19 brands that serve
 14 these markets.

15 37. The Safariland Group offers body armor under brand names including American
 16 Body Armor (“ABA”), GH Armor Systems (“GH Armor”), Second Chance Body Armor, and
 17 Protech Tactical. These products include body armor vests and accessory panels.

18 38. Safariland advertises that its brands are “recognized and well-respected brands
 19 known for their innovation and quality.” The company purports to be “committed to focusing on
 20 the customer first in all we do. Our mission, Together, We Save Lives . . . is a creed we live by.”
 21 Safariland claims that its body armor is “[e]ngineered and designed to maximize both ballistic
 22 performance and human performance” and that “[e]very piece in this line has been re-invented and
 23 purpose-built for unprecedented protection, comfort and modularity.”

24 **IV. STATUTORY BACKGROUND**

25 **A. The Federal False Claims Act**

26 39. The FCA establishes that any person who:

1 (A) knowingly presents, or causes to be presented, a false or fraudulent claim for
2 payment or approval; [or]

3 (B) knowingly makes, uses, or causes to be made or used, a false record or
4 statement material to a false or fraudulent claim;

5 ...

6 is liable to the United States Government for a civil penalty of not less than \$5,000
7 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation
8 Adjustment Act of 1990 (28 U.S.C. [§] 2461 . . .), plus 3 times the amount of
9 damages which the Government sustains because of the act of that person.

10 31 U.S.C. § 3729(a)(1).

11 40. Under the FCA, the terms “knowing” and “knowingly” mean “that a person, with
12 respect to information—(i) has actual knowledge of the information; (ii) acts in deliberate
13 ignorance of the truth or falsity of the information; or (iii) acts in reckless disregard of the truth or
14 falsity of the information.” *Id.* § 3729(b)(1)(A). These terms “require no proof of specific intent to
15 defraud.” *Id.* § 3729(b)(1)(B).⁴

16 41. The term “claim” under the FCA:

17 (A) means any request or demand, whether under a contract or otherwise, for
18 money or property and whether or not the United States has title to the money or
19 property, that--

20 (i) is presented to an officer, employee, or agent of the United States; or
21 (ii) is made to a contractor, grantee, or other recipient, if the money or
22 property is to be spent or used on the Government’s behalf or to advance a
23 Government program or interest, and if the United States Government--

24 (I) provides or has provided any portion of the money or property
25 requested or demanded; or

26 (II) will reimburse such contractor, grantee, or other recipient for
any portion of the money or property which is requested or
demanded. . . .

27 *Id.* § 3729(b)(2).

28 4 Each State defines “knowingly” similarly. *See* Cal. Gov’t Code § 12650(B)(3); Del. Code Ann. tit. 6, § 1202(3);
29 Fla. Stat. § 68.082(1)(c); 740 Ill. Comp. Stat. 175/3(b)(1); Iowa Code § 685.1(7); Md. Code Ann., Gen. Provis. §
30 8-101(f); Mass. Gen. Laws ch. 12, § 5A; Minn. Stat. § 15C.01(3); Mont. Code Ann. § 17-8-402(4); N.J. Stat. Ann.
31 § 2A:32C-2; N.M. Stat. Ann. § 44-9-2(C); N.Y. State Fin. Law § 188(3); 9 R.I. Gen. Laws § 9-1.1-3(b)(2); Va.
32 Code Ann. § 8.01-216.3(C).

1 **B. State False Claims Acts**

2 **6. California False Claims Act**

3 42. A person violates the California False Claims Act (“CFCA”) by committing certain
4 enumerated acts, including if the person:

5 (1) Knowingly presents or causes to be presented a false or fraudulent claim for
6 payment or approval[;]

7 (2) Knowingly makes, uses, or causes to be made or used a false record or statement
8 material to a false or fraudulent claim[; or]

9 . . .

10 (8) Is a beneficiary of an inadvertent submission of a false claim, subsequently
11 discovers the falsity of the claim, and fails to disclose the false claim to the state or
12 the political subdivision within a reasonable time after discovery of the false claim.

13 Cal. Gov’t Code § 12651(a).

14 43. Anyone who violates this statute is “liable to the state or to the political subdivision
15 for three times the amount of damages that the state or political subdivision sustains because of
16 the act of that person,” as well as for costs of the civil action and “for a civil penalty of not less
17 than five thousand five hundred dollars (\$5,500) and not more than eleven thousand dollars
18 (\$11,000) for each violation, as adjusted by the Federal Civil Penalties Inflation Adjustment Act
19 of 1990.” *Id.*

20 44. Under the CFCA:

21 (1) “Claim” means any request or demand, whether under a contract or otherwise,
22 for money, property, or services, and whether or not the state or a political
23 subdivision has title to the money, property, or services that meets either of the
24 following conditions:

25 (A) Is presented to an officer, employee, or agent of the state or of a political
26 subdivision.

27 (B) Is made to a contractor, grantee, or other recipient, if the money,
28 property, or service is to be spent or used on a state or any political
29 subdivision’s behalf or to advance a state or political subdivision’s program
30 or interest, and if the state or political subdivision meets either of the
31 following conditions

1 Cal. Gov't Code § 12650(b)

2 **7. Delaware False Claims and Reporting Act**

3 45. Pursuant to the Delaware False Claims and Reporting Act ("DFCRA"), any person
4 who:

5 (1) Knowingly presents, or causes to be presented a false or fraudulent claim for
6 payment or approval; [or]

7 (2) Knowingly makes, uses, or causes to be made or used a false record or statement
8 material to a false or fraudulent claim;

9 . . .

10 shall be liable to the Government for a civil penalty of not less than \$10,957 and
11 not more than \$21,916, as adjusted by the Federal Civil Penalties Inflation
12 Adjustment Act of 2015 (28 U.S.C. § 2461), for each act constituting a violation of
13 this section, plus 3 times the amount of damages which the Government sustains
14 because of the act of that person.

15 Del. Code Ann. tit. 6, § 1201(a).

16 46. Under the DFCRA:

17 (1) "Claim" means any request or demand, whether under a contract or otherwise,
18 for money or property and whether or not the Government has title to the money
19 or property, that:

20 a. Is presented to an officer, employee, or agent of the Government; or
21 b. Is made to a contractor, grantee, or other recipient, if the money or
22 property is to be spent or used on the Government's behalf or to advance a
23 Government program or interest, and if the Government:

24 1. Provides or has provided any portion of the money or property
25 requested or demanded; or
26 2. Will reimburse such contractor, grantee, or other recipient for any
portion of the money or property which is requested or demanded.

. . .

(2) "Government" includes all departments, boards or commissions of the
executive branch of the State, all political subdivisions of the State, the Delaware
Department of Transportation and all state and municipal authorities, all
organizations created by or pursuant to a statute which declares in substance that
such organization performs or has for its purpose the performance of an essential
governmental function, and all organizations, entities or persons receiving funds of

1 the State where the act complained of pursuant to this chapter relates to the use of
2 such funds of the State.

3 Del. Code Ann. tit. 6, § 1202.

4 **8. District of Columbia False Claims Act**

5 47. A person violates the District of Columbia False Claims Act (“DCFCA”) by
6 committing certain enumerated acts, including if the person:

7 (1) Knowingly presents, or causes to be presented, a false or fraudulent claim for
8 payment or approval;

9 (2) Knowingly makes, uses, or causes to be made or used, a false record or
10 statement material to a false or fraudulent claim; [or]

11 (8) Is a beneficiary of an inadvertent submission of a false or fraudulent claim to
12 the District, subsequently discovers the falsity of the claim, and fails to disclose the
13 false or fraudulent claim to the District.

14 D.C. Code § 2-381.02(a).

15 48. Any person who violates this statute is “liable to the District for 3 times the amount
16 of damages which the District sustains because of the act of that person” as well as the costs of a
17 civil action and “for a civil penalty of not less than \$5,500, and not more than \$11,000, for each
18 false or fraudulent claim.” *Id.*

19 49. Under the DCFCA, “claim” means:

20 (A) Any request or demand, whether under a contract or otherwise, for money or
21 property, and whether or not the District has title to the money or property, that:

22 (i) Is presented to an officer, employee, or agent of the District; or

23 (ii) Is made to a contractor, grantee, or other recipient, if the money or
24 property is to be spent or used on the District’s behalf or to advance a
25 District program or interest, and if the District:

26 (I) Provides or has provided any portion of the money or property
requested or demanded; or

(II) Will reimburse the contractor, grantee, or other recipient for any
portion of the money or property which is requested or demanded.

D.C. Code Ann. § 2-381.01(1).

1 **9. Florida False Claims Act**

2 50. Pursuant to the Florida False Claims Act (“FFCA”), any person who:

3 (a) Knowingly presents or causes to be presented a false or fraudulent claim for
4 payment or approval; [or]

5 (b) Knowingly makes, uses, or causes to be made or used a false record or statement
6 material to a false or fraudulent claim;

7 ...

8 is liable to the state for a civil penalty of not less than \$5,500 and not more than
9 \$11,000 and for treble the amount of damages the state sustains because of the act
of that person.

10 Fla. Stat. § 68.082(2).

11 51. Under the FFCA:

12 (a) “Claim” means any request or demand, whether under a contract or otherwise,
13 for money or property, regardless of whether the state has title to the money or
property, that:

14 1. Is presented to any employee, officer, or agent of the state; or
15 2. Is made to a contractor, grantee, or other recipient if the state provides
16 or has provided any portion of the money or property requested or
demanded, or if the state will reimburse the contractor, grantee, or other
17 recipient for any portion of the money or property that is requested or
demanded.

18 ...

19 (f) “State” means the government of the state or any department, division, bureau,
20 commission, regional planning agency, board, district, authority, agency, or other
instrumentality of the state.

21 Fla. Stat. § 68.082(1).

22 **10. Illinois False Claims Act**

23 52. Pursuant to the Illinois False Claims Act (“Illinois FCA”), any person who:

24 (A) knowingly presents, or causes to be presented, a false or fraudulent claim for
25 payment or approval; [or]

26 (B) knowingly makes, uses, or causes to be made or used, a false record or statement
material to a false or fraudulent claim;

1 ...

2 is liable to the State for a civil penalty of not less than the minimum amount and
3 not more than the maximum amount allowed for a civil penalty for a violation of
4 the federal False Claims Act . . . as adjusted by the Federal Civil Penalties Inflation
5 Adjustment Act of 1990 . . . , plus 3 times the amount of damages which the State
6 sustains because of the act of that person.

7 740 Ill. Comp. Stat. 175/3(a)(1).

8 53. Under the Illinois FCA, the term “claim”:

9 (A) means any request or demand, whether under a contract or otherwise, for
10 money or property and whether or not the State has title to the money or property,
11 that

- 12 (i) is presented to an officer, employee, or agent of the State; or
- 13 (ii) is made to a contractor, grantee, or other recipient, if the money or
14 property is to be spent or used on the State’s behalf or to advance a State
15 program or interest, and if the State:
 - 16 (I) provides or has provided any portion of the money or property
17 requested or demanded; or
 - 18 (II) will reimburse such contractor, grantee, or other recipient for
19 any portion of the money or property which is requested or
20 demanded. . . .

21 *Id.* at 175/3(b)(2).

22 54. In addition:

23 a) “State” means the State of Illinois; any agency of State government; the system
24 of State colleges and universities, any school district, community college district,
25 county, municipality, municipal corporation, unit of local government, and any
26 combination of the above under an intergovernmental agreement that includes
27 provisions for a governing body of the agency created by the agreement.

28 740 Ill. Comp. Stat. 175/2(a).

29 **11. Iowa False Claims Act**

30 55. A person violates the Iowa False Claims Act (“Iowa FCA”) by committing certain
31 enumerated acts, including if the person:

32 a. Knowingly presents, or causes to be presented, a false or fraudulent claim for
33 payment or approval [; or]

1 b. Knowingly makes, uses, or causes to be made or used, a false record or statement
2 material to a false or fraudulent claim.

3 Iowa Code § 685.2(1).

4 56. Anyone who violates this statute “is liable to the state for a civil penalty of not less
5 than and not more than the civil penalty allowed under the federal False Claims Act. . . [adjusted
6 for inflation] . . . for each false or fraudulent claim, plus three times the amount of damages which
7 the state sustains.” *Id.*

8 57. Under the Iowa FCA:

9 1. “Claim” means any request or demand, whether pursuant to a contract or
10 otherwise, for money or property and whether the state has title to the money or
11 property, which is presented to an officer, employee, agent, or other representative
12 of the state or to a contractor, grantee, or other person if the money or property is
13 to be spent or used on the state’s behalf or to advance a state program or interest,
and if the state provides any portion of the money or property which is requested
or demanded, or if the state will reimburse directly or indirectly such contractor,
grantee, or other person for any portion of the money or property which is requested
or demanded. . .

14 . . .

15 15. “State” means the state of Iowa.

16 Iowa Code § 685.1.

17 12. **Maryland False Claims Act**

18 58. Pursuant to the Maryland False Claims Act (“Maryland FCA”), it is prohibited to:

19 (1) knowingly present or cause to be presented a false or fraudulent claim for
20 payment or approval;

21 (2) knowingly make, use, or cause to be made or used a false record or statement
22 material to a false or fraudulent claim; [or]

23 . . .

24 (9) knowingly make any other false or fraudulent claim against a governmental
entity.

25 Md. Code Ann., Gen. Provis. § 8-102(b).

1 59. Anyone who violates this statute is liable to the government entity for “(i) a civil
2 penalty of not more than \$10,000 for each violation; and (ii) an additional amount of not more than
3 three times the amount of damages that the governmental entity sustains as a result of the acts of
4 that person in violation of subsection (b) of this section.” *Id.* at § 8-102(c)(1).

5 60. Under the Maryland FCA:

6 (1) “Claim” means a request or demand, under a contract or otherwise, for money
7 or other property, whether or not the governmental entity has title to the money or
8 property, that is:

9 (i) presented to an officer, employee, or agent of a governmental entity; or
10 (ii) made to a contractor, a grantee, or another recipient, if the money or
11 other property is to be spent or used on a governmental entity’s behalf or to
12 advance an interest of a governmental entity, and the governmental entity:
13 1. provides or has provided any portion of the money or other
14 property requested or demanded; or
15 2. will reimburse the contractor, grantee, or other recipient for any
16 portion of the money or other property that is requested or
17 demanded.

18 ***
19 (e) “Governmental entity” means:

20 (1) the State;
21 (2) a county; or
22 (3) a municipal corporation.

23 Md. Code Ann., Gen. Provis. § 8-101.

24 **13. Massachusetts False Claims Act**

25 61. Pursuant to the Massachusetts False Claims Act (“Massachusetts FCA”), any
26 person who:

27 (1) knowingly presents, or causes to be presented, a false or fraudulent claim for
28 payment or approval;
29 (2) knowingly makes, uses or causes to be made or used a false record or statement
30 material to a false or fraudulent claim;
31 ***

1 (8) enters into an agreement, contract or understanding with an official of the
2 commonwealth or a political subdivision thereof knowing the information
3 contained therein is false; [or]

4 . . .

5 (10) is a beneficiary of an inadvertent submission of a false claim to the
6 commonwealth or a political subdivision thereof, or is a beneficiary of an
7 overpayment from the commonwealth or a political subdivision thereof, and who
8 subsequently discovers the falsity of the claim or the receipt of overpayment and
fails to disclose the false claim or receipt of overpayment to the commonwealth or
a political subdivision by the later of: (i) the date which is 60 days after the date on
which the false claim or receipt of overpayment was identified; or (ii) the date any
corresponding cost report is due, if applicable,

9 shall be liable to the commonwealth or political subdivision for a civil penalty of
10 not less than \$5,500 and not more than \$11,000 per violation, as adjusted by the
11 Federal Civil Penalties Inflation Adjustment Act of 1990 . . . plus 3 times the
amount of damages, including consequential damages, that the commonwealth or
a political subdivision thereof sustains because of such violation.

12 Mass. Gen. Laws ch. 12, § 5B(a).

13 62. Under the Massachusetts FCA, “claim” means:

14 a request or demand, whether pursuant to a contract or otherwise, for money or
15 property, whether or not the commonwealth or a political subdivision thereof has
16 title to the money or property, that: (1) is presented to an officer, employee, agent
17 or other representative of the commonwealth or a political subdivision thereof; or
18 (2) is made to a contractor, subcontractor, grantee or other person, if the money or
19 property is to be spent or used on behalf of or to advance a program or interest of
20 the commonwealth or political subdivision thereof and if the commonwealth or any
political subdivision thereof: (i) provides or has provided any portion of the money
or property which is requested or demanded; or (ii) will reimburse directly or
indirectly such contractor, subcontractor, grantee or other person for any portion of
the money or property which is requested or demanded.

21 Mass. Gen. Laws ch. 12, § 5A.

22 14. **Minnesota False Claims Act**

23 63. A person violates the Minnesota False Claims Act (“Minnesota FCA”) by
24 committing certain enumerated acts, including if the person:

25 (1) knowingly presents, or causes to be presented, a false or fraudulent claim for
26 payment or approval; [or]

1 (2) knowingly makes or uses, or causes to be made or used, a false record or
2 statement material to a false or fraudulent claim[.]

3 Minn. Stat. § 15C.02(a).

4 64. Anyone who violates this statute “is liable to the state or political subdivision for a
5 civil penalty in the amounts set forth in the federal False Claims Act . . . [adjusted for inflation] . . . ,
6 plus three times the amount of damages that the state or the political subdivision sustains.” *Id.*

7 65. Under the Minnesota FCA:

8 “Claim” includes a request or demand, whether under a contract or otherwise, for
9 money or property and whether or not the state or a political subdivision has title
to the money or property, that:

10 (1) is presented to an officer, employee, or agent of the state or a political
11 subdivision; or
12 (2) is made to a contractor, grantee, or other recipient if the money or
13 property is to be spent or used on behalf of the state or the political
14 subdivision or to advance the state’s or political subdivision’s program or
15 interest, and if the state or political subdivision provides or has provided a
portion of the money or property that is requested or demanded, or if the
state or the political subdivision has reimbursed or will reimburse the
contractor, grantee, or other recipient for a portion of the money or property
that is requested or demanded.

16 . . .

17 “Political subdivision” means a political subdivision of the state and includes a
18 department or agency of a political subdivision.

19 . . .

20 “State” means the state of Minnesota and includes a department or agency of the
state.

21 Minn. Stat. § 15C.01.

22 **15. Montana False Claims Act**

23 66. A person violates the Montana False Claims Act (“Montana FCA”) by committing
24 certain enumerated acts, including if the person:

25 (a) knowingly presents or causes to be presented a false or fraudulent claim for
26 payment or approval;

1 (b) knowingly makes, uses, or causes to be made or used a false record or statement
2 material to a false or fraudulent claim; [or]

3 . . .

4 (h) as a beneficiary of an inadvertent submission of a false or fraudulent claim to
5 the governmental entity, subsequently discovers the falsity of the claim or that the
6 claim is fraudulent and fails to disclose the false or fraudulent claim to the
7 governmental entity within a reasonable time after discovery of the false or
8 fraudulent claim.

9 Mont. Code Ann. § 17-8-403(1).

10 67. Anyone who violates this statute “is liable to a governmental entity for a civil
11 penalty of not less than \$5,500 and not more than \$11,000 for each act specified in this section,
12 plus three times the amount of damages that a governmental entity sustains, along with expenses,
13 costs, and attorney fees.” *Id.*

14 68. Under the Montana FCA:

15 (1) “Claim” includes any request or demand for money, property, or services,
16 whether made pursuant to a contract and regardless of whether a governmental
17 entity holds title to the money or property, that is made to:

- 18 (a) an employee, officer, agent, or other representative of a governmental
19 entity; or
- 20 (b) a contractor, grantee, or other person, whether under contract or not, if
any portion of the money, property, or services requested or demanded is to
be spent or used on a governmental entity’s behalf or to advance a
governmental program or interest and if the governmental entity:
 - 21 (i) provides or has provided any portion of the money, property, or
services requested or demanded; or
 - 22 (ii) will reimburse a contractor, grantee, or other person for any
portion of the money, property, or services requested or demanded.

23 . . .

24 (3) “Governmental entity” means:

- 25 (a) the state;
- 26 (b) a city, town, county, school district, tax or assessment district, or other
political subdivision of the state; or
- (c) a unit of the Montana university system.

27 Mont. Code Ann. § 17-8-402.

1 **16. New Jersey False Claims Act**

2 69. A person violates the New Jersey False Claims Act (“NJFCA”) by committing
3 certain enumerated acts, including if the person:

4 a. Knowingly presents or causes to be presented to an employee, officer or agent of
5 the State, or to any contractor, grantee, or other recipient of State funds, a false or
6 fraudulent claim for payment or approval; [or]

7 b. Knowingly makes, uses, or causes to be made or used a false record or statement
8 to get a false or fraudulent claim paid or approved by the State[.]

9 N.J. Stat. Ann. § 2A:32C-3.

10 70. Anyone who violates this statute “shall be jointly and severally liable to the State
11 for a civil penalty of not less than and not more than the civil penalty allowed under the federal
12 False Claims Act . . . as may be adjusted in accordance with the inflation adjustment procedures
13 prescribed in the Federal Civil Penalties Inflation Adjustment Act of 1990 . . . for each false or
14 fraudulent claim, plus three times the amount of damages which the State sustains.” *Id.*

15 71. Under the NJFCA,

16 “Claim” means a request or demand, under a contract or otherwise, for money,
17 property, or services that is made to any employee, officer, or agent of the State,
18 or to any contractor, grantee, or other recipient if the State provides any portion of
19 the money, property, or services requested or demanded, or if the State will
20 reimburse the contractor, grantee, or other recipient for any portion of the money,
21 property, or services requested or demanded.

22 . . .

23 “State” means any of the principal departments in the Executive Branch of State
24 government, and any division, board, bureau, office, commission or other
25 instrumentality within or created by such department; and any independent State
26 authority, commission, instrumentality or agency.

27 N.J. Stat. Ann. § 2A:32C-2.

28 **17. New Mexico Fraud Against Taxpayers Act**

29 72. Pursuant to the New Mexico Fraud Against Taxpayers Act (“NMFATA”), a person
30 shall not:

1 (1) knowingly present, or cause to be presented, to an employee, officer or agent of
2 the state or a political subdivision or to a contractor, grantee or other recipient of
3 state or political subdivision funds a false or fraudulent claim for payment or
4 approval;

5 (2) knowingly make or use, or cause to be made or used, a false, misleading or
6 fraudulent record or statement to obtain or support the approval of or the payment
7 on a false or fraudulent claim; [or]

8 . . .

9 (9) as a beneficiary of an inadvertent submission of a false claim and having
10 subsequently discovered the falsity of the claim, fail to disclose the false claim to
11 the state or political subdivision within a reasonable time after discovery.

12 N.M. Stat. Ann. § 44-9-3(A).

13 73. A person who violates this statue is liable for “(1) three times the amount of
14 damages sustained by the state or political subdivision because of the violation; (2) a civil penalty
15 of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000)
16 for each violation; (3) the costs of a civil action brought to recover damages or penalties; and (4)
17 reasonable attorney fees, including the fees of the attorney general, state agency or political
18 subdivision counsel.” *Id.* at § 44-9-3(C).

19 74. Under the NMFATA,

20 A. “claim” means a request or demand for money, property or services when all or
21 a portion of the money, property or services requested or demanded issues from or
22 is provided or reimbursed by the state or a political subdivision;

23 . . .

24 E. “political subdivision” means a political subdivision of the state or a charter
25 school; and

26 F. “state” means the state of New Mexico or any of its branches, agencies,
27 departments, boards, commissions, officers, institutions or instrumentalities,
28 including the New Mexico finance authority, the New Mexico mortgage finance
29 authority and the New Mexico lottery authority.

30 N.M. Stat. Ann. § 44-9-2.

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1 **18. New York False Claims Act**

2 75. Pursuant to the New York False Claims Act (“NYFCA”), any person who:

3 (a) knowingly presents, or causes to be presented a false or fraudulent claim for
4 payment or approval; [or]

5 (b) knowingly makes, uses, or causes to be made or used, a false record or statement
6 material to a false or fraudulent claim;

7 ...

8 shall be liable to the state or a local government, as applicable, for a civil penalty
9 of not less than six thousand dollars and not more than twelve thousand dollars, as
10 adjusted to be equal to the civil penalty allowed under the federal False Claims Act,
11 ... as adjusted for inflation by the Federal Civil Penalties Inflation Adjustment Act
12 of 1990 . . . plus three times the amount of all damages, including consequential
13 damages, which the state or local government sustains because of the act of that
14 person.

15 N.Y. State Fin. Law § 189(1).

16 76. Under the NYFCA:

17 1. “Claim” (a) means any request or demand, whether under a contract or
18 otherwise, for money or property that

19 (i) is presented to an officer, employee or agent of the state or a local
20 government; or

21 (ii) is made to a contractor, grantee, or other recipient, if the money or
22 property is to be spent or used on the state or a local government’s behalf
23 or to advance a state or local government program or interest, and if the
24 state or local government (A) provides or has provided any portion of the
25 money or property requested or demanded; or (B) will reimburse such
26 contractor, grantee, or other recipient for any portion of the money or
 property which is requested or demanded . . .

27 ...

28 6. “Local government” means any New York county, city, town, village, school
29 district, board of cooperative educational services, local public benefit corporation
30 or other municipal corporation or political subdivision of the state, or of such
31 local government.

32 ...

33 9. “State” means the state of New York and any state department, board, bureau,
34 division, commission, committee, public benefit corporation, public authority,

council, office or other governmental entity performing a governmental or proprietary function for the state.

N.Y. State Fin. Law § 188.

19. Rhode Island False Claims Act

77. Pursuant to the Rhode Island False Claims Act (“RIFCA”), any person who:

(1) Knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval; [or]

(2) Knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim;

is liable to the state for a civil penalty in an amount equal to the civil penalty set forth in the Federal False Claims Act, following the Federal Civil Penalties Inflation Agreement Act of 1990 . . . as amended and annually adjusted by the Federal Civil Penalties Inflation Adjustment Improvements Act of 2015, plus three (3) times the amount of damages the state sustains because of the act of that person.

9 R.I. Gen. Laws § 9-1.1-3(a).

78. Under the RIFCA:

“Claim” means any request or demand, whether under a contract or otherwise, for money or property and whether or not the state has title to the money or property, that:

- (i) Is presented to an officer, employee, or agent of the state; or
- (ii) Is made to a contractor, grantee, or other recipient, if the money or property is to be spent or used on the state's behalf or advance a state program or interest, and if the state:
 - (A) Provides or has provided any portion of the money or property requested or demanded; or
 - (B) Will reimburse the contractor, grantee, or other recipient for any portion of the money or property that is requested or demanded....

Id. at § 9-1.1-3(b)(1).

79. In addition:

“State” means the state of Rhode Island; any agency of state government; and any political subdivision meaning any city, town, county or other governmental entity authorized or created by state law, including public corporations and authorities.

1 9 R.I. Gen. Laws § 9-1.1-2(8).

2 **20. Virginia Fraud Against Taxpayers Act**

3 80. Pursuant to the Virginia Fraud Against Taxpayers Act (“VFATA”), any person
4 who:

5 1. Knowingly presents, or causes to be presented, a false or fraudulent claim for
6 payment or approval; [or]

7 2. Knowingly makes, uses, or causes to be made or used, a false record or statement
8 material to a false or fraudulent claim;

9 . . .

10 shall be liable to the Commonwealth for a civil penalty of not less than \$10,957 and
11 not more than \$21,916, except that these lower and upper limits on liability shall
12 automatically be adjusted to equal the amounts allowed under the Federal False
13 Claims Act . . . as such penalties in the Federal False Claims Act are adjusted for
14 inflation by the Federal Civil Penalties Inflation Adjustment Act of 1990 . . . plus
15 three times the amount of damages sustained by the Commonwealth.

16 Va. Code Ann. § 8.01-216.3(A).

17 81. Under the VFATA:

18 “Claim” means any request or demand, whether under a contract or otherwise, for
19 money or property, regardless of whether the Commonwealth has title to the money
20 or property, that (i) is presented to an officer, employee, or agent of the
21 Commonwealth or (ii) is made to a contractor, grantee, or other recipient (a) if the
22 money or property is to be spent or used on the Commonwealth’s behalf or to
23 advance a governmental program or interest and (b) if the Commonwealth provides
24 or has provided any portion of the money or property requested or demanded or
25 will reimburse such contractor, grantee, or other recipient for any portion of the
26 money or property that is requested or demanded. . . .

17 . . .
18 “Commonwealth” means the Commonwealth of Virginia, any agency of state
19 government, and any political subdivision of the Commonwealth.

1 Va. Code Ann. § 8.01-216.2.

2 **V. ALLEGATIONS OF FACT**

3 **A. Body Armor and Accessory Panels are Important Safety Equipment.**

4 82. The effectiveness of body armor is of paramount importance to law enforcement
5 officers because serious injury and/or death can result if it fails.

6 83. The FBI's Law Enforcement Officers Killed & Assaulted ("LEOKA") database
7 shows that dozens of officers are killed with firearms while wearing body armor annually. In 2018,
8 40 officers were killed with firearms while wearing body armor. While this database does not
9 specify whether law enforcement officers were wearing accessory panels, the LEOKA data reveals
10 that between 2009 and 2018, 11.5% of officers that were killed while wearing body armor were
11 killed by being shot in the neck or throat.

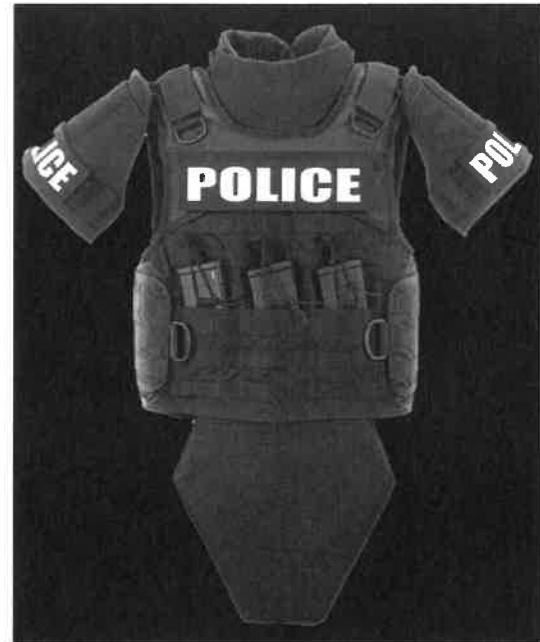
12 84. The term "body armor" is typically associated with "vests" designed to provide full
13 torso coverage. What is commonly thought of as a "vest" is two ballistic panels held in place by a
14 carrier. One panel protects the front of the torso and the other protects the rear. The carrier is not
15 intended to provide ballistic protection. Instead, the carrier's purpose is to hold the ballistic panels
16 in place and secure them to the officer's body.

17 ***

1 85. The term “body armor” can also refer to smaller armor panels called accessory
 2 panels. Accessory panels are intended to provide protection to the neck, throat, collar, biceps,
 3 deltoids, shoulders, groin, or coccyx. This case is about these accessory panels.



14 Image 1: Vest only



15 Image 2: Vest with accessory panels for the
 16 neck, biceps, and groin.

17 86. Accessory panels are typically sold in combination with vests or carriers as add-on
 18 products that can be attached to the carrier or vest. They range in price from approximately \$50 to
 19 \$600 for a panel or set of panels. They may also be sold as part of a “complete set,” which includes
 both a vest and accessory panels.

20 87. Law enforcement officers who are performing regular duties often wear body armor
 21 without accessory panels. Accessory panels are usually worn by law enforcement officers
 22 engaging in particularly hazardous duties, such as SWAT operations.

23 **B. Pursuant to Mandate, NIJ Runs a Body Armor Standard and Testing Program.**

24 88. To provide standards for law enforcement agencies to rely on when purchasing
 25 body armor to protect their officers, the National Institute of Justice (“NIJ”), an agency of the U.S.
 26 Department of Justice, runs a voluntary standards and testing program. The Office of Law

1 Enforcement Standards (“OLES”) develops voluntary national performance standards for
 2 compliance testing to ensure that individual items of equipment are suitable for use by law
 3 enforcement agencies. The National Law Enforcement and Correction Technology Center
 4 (“NLECTC”) coordinates the national compliance testing program that is conducted by
 5 NIJ-approved independent laboratories.

6 89. The Standards and Testing Program responds to a mandate of the Homeland
 7 Security Act of 2002, “[t]o establish and maintain a program to certify, validate, and mark or
 8 otherwise recognize law enforcement technology products that conform to standards established
 9 and maintained by the Office in accordance with the National Technology Transfer and
 10 Advancement Act of 1995 (Public Law 104-113)....” 6 U.S.C. § 162 (b)(4).

11 90. The most recent NIJ Ballistic Resistance Standard, NIJ Standard-0101.06,
 12 establishes minimum performance requirements that body armor must meet to be suitable for law
 13 enforcement use. It provides requirements and test methods to ensure that the armor will resist
 14 penetration from bullets and is rated to defeat and minimize injury from blunt force trauma from
 15 a nonpenetrating bullet. Although adherence to the NIJ Standard-0101.06 is voluntary—that is
 16 manufacturers are not required to follow it—many public safety agencies require compliance with
 17 NIJ Standard-0101.06 before they purchase equipment. Most U.S. and State law enforcement
 18 agencies use the NIJ program to select and procure body armor that is compliant with the NIJ
 19 standard.

20 91. To satisfy NIJ’s Ballistic Resistance Standard, body armor must be able to stop a
 21 bullet from passing through the armor and minimize injuries caused by blunt force trauma.

22 92. NIJ administers a program to test commercially available armor for compliance
 23 with the standard to determine whether the products will perform as expected. NIJ approves and
 24 certifies several independent laboratories to perform the required tests.

25 93. To get body armor certified pursuant to NIJ Standard-0101.06, a manufacturer must
 26 enter into a Compliance Testing Program (“CTP”) agreement with NIJ. The manufacturer first

1 prepares a detailed description of the product design including how it is constructed, all the
 2 materials it is made from, and the period of ballistic warranty. If NIJ approves the design, the
 3 manufacturer then submits the required number of test samples to an NIJ-approved independent
 4 testing lab where testing is performed pursuant to NIJ Standard-0101.06. If the tests are successful,
 5 the test lab prepares a report and sends the tested product to NIJ for retention and comparison with
 6 later audit test samples of the product. NIJ must also approve the product's label, and each
 7 manufacturer's quality control manual or practices pursuant to guidance in the CTP agreement.
 8 Following approval of the product and its label, NIJ adds the product to the Compliant Product
 9 List ("CPL"). NIJ publishes the Ballistic Armor Compliant Product List of all models that comply
 10 with NIJ Standard-0101.06 online at https://www.justnet.org/compliant/ballistic_cpl.html. This
 11 allows governments and law enforcement agencies to determine which models are certified to meet
 12 the requirements of NIJ Standard-0101.06 and the NIJ Compliance Testing Program.

13 94. The testing does not stop after certification. Body armor manufacturers with models
 14 that have previously satisfied NIJ Standard-0101.06 are subject to follow-up inspections and
 15 testing to ensure the armor continues to meet NIJ standards, and must comply with these
 16 inspections and testing in order for the product to remain on the CPL.

17 **C. NIJ Standard-0101.06 Establishes Minimum Performance Requirements for**
 18 **Ballistic Resistance of Body Armor.**

19 95. In 2008, NIJ published the current version of the Ballistic Resistance Standard,
 20 NIJ Standard-0101.06, attached hereto as **Exhibit 1**.⁵

21 96. NIJ Standard-0101.06 requires two types of tests, among other considerations, to
 22 determine if a particular model of body armor is suitable to protect law enforcement from gunfire:
 23 (1) Perforation and Backface Signature Test ("P-BFS"); and (2) Ballistic Limit ("BL")
 24 Determination Test.⁶

25
 26 ⁵ *Ballistic Resistance of Body Armor - NIJ Standard-0101.06*, Nat'l Inst. of Just. (July 2008),
<https://www.ncjrs.gov/pdffiles1/nij/223054.pdf>.

⁶ *Id.* at 43, 50.

1 97. The test relevant to this case is the P-BFS test. To conduct the test, the armor panels
 2 are shot multiple times at specified ranges and angles. Then, the armor is examined to determine
 3 whether it passed the test. The P-BFS test has two components: Perforation refers to an instance
 4 where a bullet passes through armor, while Backface Signature refers to the indentation made by
 5 bullets in the clay material behind the body armor panel when a bullet hits the panel.⁷ The depth
 6 of this indentation is used to gauge the level of blunt force trauma a person wearing the body armor
 7 panel will sustain. The two components of the P-BFS test are designed to determine whether the
 8 armor will stop bullets and whether the armor will minimize injuries caused by blunt force trauma.

9 98. NIJ has set a Backface Signature limit of 44 mm (1.73 inch).⁸ This means that any
 10 indentation in the clay material behind the tested armor panel must be less than 44 mm deep. This
 11 limit was derived from NIJ-funded research conducted by U.S. Army researchers that investigated
 12 how much blunt force trauma the body could sustain before serious, and sometimes fatal, injuries
 13 could result. For example, if a law enforcement officer is shot in the back near his or her spine,
 14 blunt force trauma could sever the spinal cord even if the vest stops the bullet from entering the
 15 body. The Backface Signature limit is intended to ensure certified body armor protects against
 16 these types of injuries.

17 99. The other test, Ballistic Limit (“BL”), measures the velocity at which there is an
 18 equal chance of an armor stopping a given bullet or of being perforated.⁹ According to NIJ, it is
 19 not practical to perform BL tests on accessory panels given their small size. The test method that
 20 is used to determine BL is typically known as the “V50” test method.¹⁰ BL test data are used to
 21 develop a profile of the probability of an armor being perforated over a range of velocities.
 22 Appendix E of NIJ Standard-0101.06 provides a detailed explanation of BL data and its meaning.

23
 24
 25 ⁷ *Id.* at 5-6, 9.

26 ⁸ *Id.* at 49.

27 ⁹ *Id.* at 6.

28 ¹⁰ *Id.*

1 100. The degree to which a firearm poses a threat to someone wearing body armor
 2 depends in large measure on the nature of ammunition the weapon fires, including the velocity of
 3 the bullet and other design characteristics. Therefore, body armor is classified into five levels of
 4 ballistic protection that are defined based on the bullet “threat level” the armor is tested against.
 5 The first three NIJ threat levels—IIA, II and IIIA—are typically soft armors designed to protect
 6 officers against handgun bullets. The two remaining NIJ levels, III and IV, are typically hard armor
 7 plates designed to protect officers from rifle bullets.

8 101. Level IIIA protection is designed to protect law enforcement officers from handgun
 9 bullets up to and including .357 SIG Full Metal Jacket Flat Nose (“.357 SIG FMJ FN”) bullets and
 10 .44 Magnum Semi-Jacketed Hollow Point (“.44 Magnum SJHP”) bullets.¹¹

11 102. The accessory panels tested by Relator claimed to offer NIJ threat level IIIA
 12 protection.

13 103. NIJ Standard-0101.06 also provides requirements regarding the size of the test
 14 samples. The Compliance Testing Program requires the manufacturer to designate and test the
 15 smallest NIJ approved size of ballistics panels. The smallest NIJ approved size of vest, C-1, has a
 16 minimum area of 102 square inches.¹² That means the smallest size panel that a manufacturer can
 17 certify and claim NIJ Standard-0101.06 compliance for is 102 square inches. Accessory panels
 18 however, are much smaller. The largest accessory panels are typically groin panels, which measure
 19 approximately 80 square inches. Some neck and throat panels are as small as 25 square inches.
 20 Despite the fact that all of the accessory panels tested in this case were significantly smaller than
 21
 22

23 ¹¹ The threat levels and their associated levels of protection are as follows: NIJ threat level IIA is tested against
 24 9mm and .40 Smith & Wesson ammunition fired from short barrel handguns. NIJ threat level II is tested against
 25 9mm and .357 Magnum ammunition fired from short barrel handguns. NIJ threat level IIIA is tested against .357
 26 SIG and .44 Magnum ammunition fired from longer barrel handguns. NIJ threat level III is tested against 7.62mm
 Full Metal Jacket lead core ammunition fired from rifles. Finally, NIJ threat level IV is tested against .30cal steel
 core armor piercing rounds fired from rifles. *Understanding NIJ 0101.06 Armor Protection Levels*, Just. Tech.
 Info. Ctr., <https://www.justnet.org/pdf/Understanding-Armor-Protection.pdf> (last visited Oct. 24, 2019).

¹² NIJ Standard-0101.06 at 59, *supra* note 5.

1 102 square inches, the labels on the panels claimed to be compliant with or certified to NIJ
 2 Standard-0101.06 and/or threat level IIIA, and also referenced model numbers listed on the CPL.

3 **1. NIJ Does Not Certify Accessory Panels to NIJ Standard-0101.06.**

4 104. NIJ Standard-0101.06 provides performance requirements and methods for the
 5 testing of accessory panels; however, *NIJ does not certify accessory panels to NIJ-Standard*
 6 *0101.06 for inclusion on the Compliant Product List (“CPL”)*. According to NIJ, manufacturers
 7 of accessory panels may have them tested at an NIJ-approved laboratory, but the test results stand
 8 on their own. This means that even if an accessory panel was tested at an NIJ-approved laboratory
 9 and satisfied the performance requirements and methods for testing set forth in NIJ-Standard
 10 0101.06 for accessory panels, the product may not be marketed nor may it bear labelling indicating
 11 that it is Compliance Testing Program or “CTP Compliant,” “NIJ Approved,” nor may it state
 12 “NIJ-Standard-0101.06” or “threat level IIIA.” *See infra*, at Section V(C)(2). The product label
 13 also may not claim that the accessory panel is on CPL, including by listing the model of a vest or
 14 other product that is on the CPL.

15 105. On November 14, 2018, NIJ issued Administrative Clarification CTP 2018:03 to
 16 NIJ Standard-0101.06.¹³ One of the topics in Administrative Clarification CTP 2018:03 pertained
 17 to accessory panels and stated, “Panels that are designed to protect the end user’s extremities or to
 18 provide additional protection to existing torso worn armor are considered accessories and are
 19 outside the scope of the NIJ CTP. *These types of accessories are not authorized to display the NIJ*
 20 *Mark.*”¹⁴

21 106. JTIC has also issued “Additional Information Regarding NIJ Body Armor
 22 Compliant Product List for NIJ STD-0101.06,” that states under a bold “Accessory” heading,
 23 “[c]urrently all models listed on the CPL are body armor intended to be worn on the front and back

25
 26 ¹³ *Minimum Size Requirement for Limited Coverage Armor*, Just. Tech. Info. Ctr. (Nov. 14, 2018),
 https://www.justnet.org/pdf/NIJ-CTP-Administrative-Clarification-CTP-2018-03-Min-Size-LCA_public.pdf.

¹⁴ *Id.* at 1-2 (emphasis in original).

1 torso. In the future if the CTP allows testing of accessory panels (e.g., groin, shoulder, coccyx),
 2 we will identify those pieces with an 'X' in this box on the CPL."¹⁵

3 107. NIJ has not identified any accessory panels as suitable for testing pursuant to the
 4 Compliance Testing Program.

5 **2. Accessory Panel Labels Must Not Claim NIJ Standard-0101.06 Compliance.**

6 108. Each product listed on the Compliant Product List is required to satisfy NIJ's
 7 labelling requirements.¹⁶ For body armor products tested pursuant to NIJ Standard-0101.06 for
 8 threat levels II and IIIA, the products must be labeled in English with a label permanently attached
 9 to the face of the panel that discloses, among other things, the rated level of protection and
 10 reference to the relevant edition of the standard (i.e., Type IIIA in accordance with NIJ Standard-
 11 0101.06), the model designation as identified in the NIJ Notice of Compliance, a warning in type
 12 at least twice the size of the rest of the type on the label stating that the armor is not intended to
 13 protect the wearer from rifle fire, and if applicable, that the armor is not intended to protect the
 14 wearer from sharp-edged or pointed instruments.¹⁷ The label is also required to state the Model
 15 Designation as named in the NIJ Notice of Compliance, so that a user can check the CPL. NIJ
 16 approves these labels on a model by model basis when a product is certified as CTP compliant.
 17 The NIJ Body Armor Applicant Package warns manufacturers that "[t]hese labels shall *never* be
 18 attached to [] any armor designs for which an NIJ Notice of Compliance has not been issued."¹⁸

19 109. While there are no specific labeling requirements for accessory panels, there are
 20 restrictions on how manufacturers can label these products. In addition to the restrictions discussed
 21 above—the fact that manufacturers are not permitted to claim accessory panels are NIJ-Standard
 22 0101.06 certified, certified to offer NIJ threat level IIIA protection, or listed on the CPL—all

23 ¹⁵ *Additional Information Regarding NIJ Body Armor Compliant Product List for NIJ STD-0101.06*, Just. Tech.
 24 Info. Ctr., <https://www.justnet.org/compliant/additional-information-cpl.html> (last visited Oct. 24, 2019).

25 ¹⁶ *NIJ Standard-0101.06* at 18, *supra* note 5; *see also Body Armor Compliance Testing Program: Body Armor*

26 *Applicant Package*, Just. Tech. Info. Ctr., <https://www.justnet.org/pdf/NIJ-BA-CTP-MFG-Applicant-Package-rev15-2013-06-17.pdf> (last visited Oct. 25, 2019).

¹⁷ *See Body Armor Compliance* at 12, *supra* note 16.

¹⁸ *Id.*

1 manufacturers when entering into a Compliance Testing Program agreement for their body armor
 2 products agree to “not use any model’s compliance status in a way that, in the opinion of NIJ: is
 3 inconsistent with the scope of the model’s compliance status...[b]rings the credibility of NIJ, its
 4 agents or designees, or the CTP into question. ... [or i]s misleading or inaccurate.”¹⁹ Manufacturers
 5 also agree to “use compliance status only in the manner for which it was issued and reference only
 6 the requirements of the specific standard to which the model was found to be compliant.”²⁰ Finally,
 7 the manufacturers agree to “not create or otherwise publish in any form (written, electronic, or via
 8 the Internet) any document, advertisement, product literature, or brochure that references NIJ,
 9 NLECTC-National, or the CTP in a manner that is not consistent with this agreement.”²¹

10 110. As described below, Defendants have violated their agreements by falsely
 11 marketing and labeling their accessory panels as CTP compliant, NIJ Standard-0101.06 certified,
 12 offering NIJ threat level IIIA protection, and/or by referencing the Model Number of a different
 13 product that is listed on the CPL. This marketing and labeling was knowingly false within the
 14 meaning of the relevant false claims acts.

15 **D. Relator Discovers the Defendants’ False Claims.**

16 111. Relator Lee owns a body armor company called Accushape. In 2012, Accushape
 17 purchased the rights to sell a soft body armor system called QCSquared 3-A. QCSquared 3-A had
 18 already been tested pursuant to NIJ Standard-0101.06 and was certified and listed on the Compliant
 19 Product List:

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Accushape, Inc.
4344 SW Cheapeake Ave.
Portland, OR 97239-1347
503-977-9348
Fax: 503-977-9351

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)	Warranty	CPL Comment
IIIA	QCSquared 3-A	Neutral	Side Opening	C2 C3 C4 C5	5 Years	

¹⁹ See Selection & Application Guide 0101.06 to Ballistic-Resistant Body Armor, NIJ (Dec. 2014), at 69, <https://www.ncjrs.gov/pdffiles1/nij/247281.pdf>.

²⁰ *Id.*

²¹ *Id.*

1 112. In 2013, Mr. Lee began product development in order to sell accessory panels for
 2 use by SWAT officers. Accushape manufactured its accessory panels out of the same materials as
 3 the larger QC Squared 3-A panels already certified on the CPL and then sent the accessory panels
 4 off for testing at an independent NIJ-approved testing facility, Oregon Ballistics Laboratory
 5 (“OBL”).

6 113. The OBL independent test reports established that panels smaller than 10” x 12”
 7 (120 square inches) failed the P-BFS (aka Backface Deformation or “BFD”) 44 mm requirement
 8 for NIJ Level IIIA when shot with even just a single .44 Mag SJHP bullet.²²

Accushape Small Panels Test Data					
OBL Testing January 21, 2013					
Test Sample Code	Description	Dimension	Approximate Size	.44 Mag	Pass/Fail
			Sq. In.	BFD	
130110-01BP	Square	10 x 12	120	39.69	Pass
130110-06G	Groin	11 x 6	66	44.38	Fail
130110-05RX	Knee	10 x 6	60	45.05	Fail
13110-03BP	Very Small	6 x 8	48	59.26	Fail
130110-04XRE	Elbow	9 x 3	27	62.51	Fail ²³

114. Because these tests showed that Accushape’s accessory panels performed
 12 differently on the tests than the full-sized panels and did not provide NIJ Standard-0101.06 level
 13 IIIA protection, Mr. Lee was concerned about how to label these accessory panels. Mr. Lee
 14 contacted NIJ and was told that his accessory panels could not be labeled as NIJ-approved.
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25 ²² Because some of Accushape’s tested panel configurations lacked straight lines, the dimensions and square inches
 26 above are approximate.

²³ The report Relator received from OBL incorrectly stated that the elbow piece received a “Pass.” However, as the
 BFD is well beyond the limit of 44 mm, this chart correctly reflects that the elbow piece also failed the testing.

1 115. As a result, the few accessory panels that Accushape sells clearly inform the user
 2 of the lack of NIJ approval and limited level of ballistic protection:



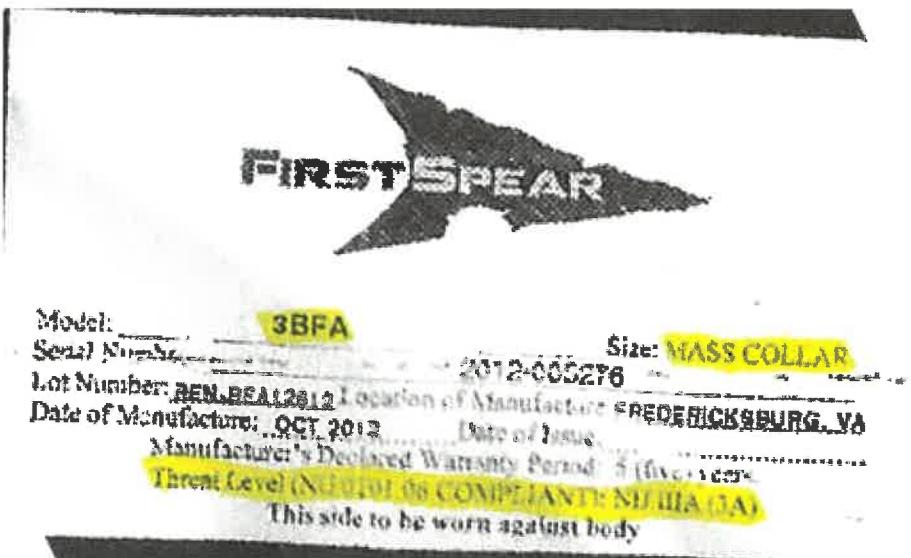
15 116. As Accushape continued its product development, Mr. Lee reviewed the
 16 advertising by other body armor manufacturers and also purchased accessory panels from other
 17 body armor manufacturers to see how they were labeling their accessory panels. As a result, Mr.
 18 Lee learned that prominent manufacturers in the industry, including FirstSpear, Point Blank, and
 19 Armor Express, were using product labels that stated that accessory panels provided NIJ Standard-
 20 0101.06 Level IIIA ballistics protection, or otherwise indicated to the wearer that performance of
 21 the panel would be equivalent to that of a model listed on the Compliant Product List. On
 22 information and belief, and as described below, government agencies have purchased Defendants'
 23 accessory panels believing that they were certified to offer NIJ Standard-0101.06 Level IIIA
 24 ballistics protection and were fully compliant with all the regulations accompanying NIJ Standard-
 25 0101.06.

1 117. For example, FirstSpear and Point Blank accessory panel product labels stated that
 2 they provided NIJ 0101.06 and NIJ Level IIIA protection to the wearer and they also referenced
 3 CPL models.²⁴

4 FirstSpear Deltoid Panel Label:

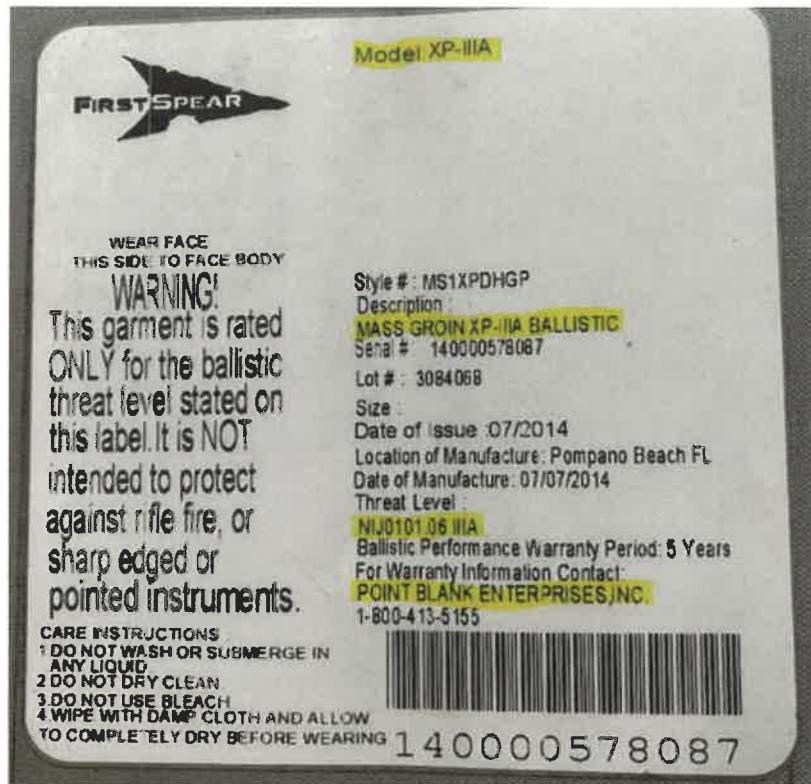


17 FirstSpear Collar Panel Label:



27²⁴ These photos were taken of products Relator obtained, as described above. The highlighting has been added for emphasis.

1 FirstSpear/Point Blank²⁵ Groin Panel Label:



16 ***

25 The label for the Model XP-III A FirstSpear MASS Groin accessory panel indicates this panel was sold by FirstSpear but was manufactured by Point Blank.

1 118. Model numbers 3BFA and XP-III A were listed on the CPL for both FirstSpear,
 2 and also Point Blank (including for brands Paraclete and PACA), but only for size ranges C1-C5.

3 **FirstSpear**

4 2275 Cassens Drive, Suite 135 Fenton, MO 63026
 Tel: 636-349-4820 Fax: 636-349-4830
<http://www.first-spear.com/>

5 Threat Level	6 Model Designation	Gender	Opening	7 Size Range (Highlighted Boxes)					8 Warranty	9 Model Status
III A	REN-3BFA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
III A	REN-3XA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
III A	XP-III A	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

10 **Point Blank Body Armor**

11 2102 SW 2nd Street Pompano Beach, FL 33069
 Tel: 954-630-0900 Fax: 954-334-1705
<http://www.pointblankarmor.com/>

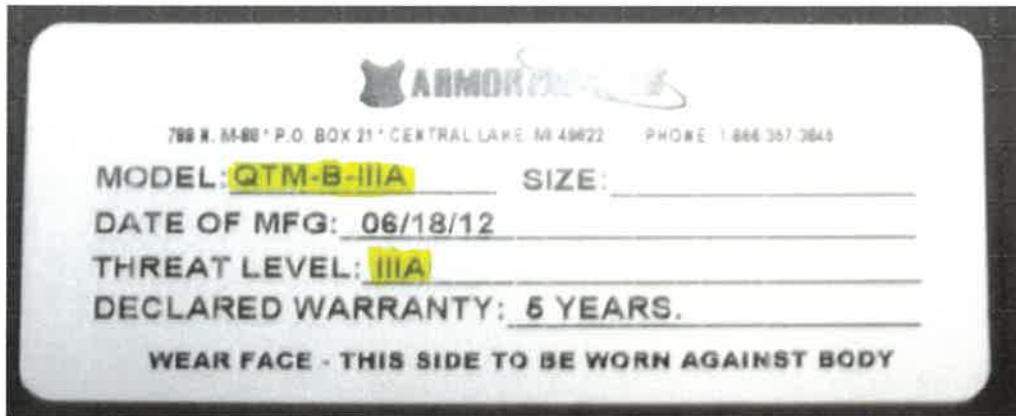
12 Threat Level	13 Model Designation	Gender	Opening	14 Size Range (Highlighted Boxes)					15 Warranty	16 Model Status
III A	XP-III A	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
III A	REN-3BFA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
III A	REN-3XA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

17 119. Armor Express product labels similarly stated that they provided Level III A
 18 protection to the wearer, and they also referenced a CPL model.

19 Armor Express Bicep Panel Label:



Armor Express Groin Panel Label:



120. Model number QTM-B-III A was listed on the CPL for Armor Express but only for size ranges C1-C5.

Armor Express, Inc.
PO Box 516, 7915 Cameron St. Central Lake, MI 49622
Tel: 231-544-6090 Fax: 231-544-6734
<http://www.armorexpress.com/>

Threat Level	Model Designation	Gender	Opening	Size Range (Highlighted Boxes)					Warranty	Model Status
IIIA	QTM-B-IIIA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	QTM-B-IIIA	Neutral	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

121. Given the prior independent ballistic lab tests of Accushape's products, Mr. Lee believed that the above product labels were false. The tests of Accushape's own products had indicated that panels of such small size could not provide Level IIIA protection pursuant to NIJ Standard-0101.06. Yet the product labels above implied or directly claimed CPL status and/or performance in compliance with NIJ Standard-0101.06 and the claimed threat level (IIIA), or implied, by reference to threat level IIIA and the CPL model both CPL status and/or performance in compliance with NIJ Standard-0101.06 and threat level IIIA.

1 122. Because threat levels are defined in NIJ Standard-0101.06, references to the
 2 claimed threat level alone, even without reference to NIJ 0101.06, are false and misleading. Such
 3 references in marketing materials and on the product to “threat level IIIA” or “IIIA” indicate that
 4 the accessory panel piece would satisfy NIJ-Standard 0101.06 for that particular threat level.

5 123. Based on Accushape’s product development work and review of other
 6 manufacturers’ accessory panel labels, Mr. Lee contacted NIJ again to request clarification on how
 7 Accushape should label its accessory panels. On October 30, 2015, Mr. Lee provided NIJ with
 8 copies of other manufacturers’ accessory panel product labels. NIJ advised Accushape that a
 9 manufacturer must not use any wording on the label to imply that accessory panels are certified to
 10 be equivalent to IIIA and may not use on the label a model name listed on the CPL. NIJ suggested
 11 using completely different language on each accessory panel’s label to clarify that it was not NIJ-
 12 approved. After further discussions, on November 9, 2015, NIJ confirmed that accessory panels
 13 could not be certified pursuant to NIJ Standard-0101.06 because they were outside the scope of
 14 the Compliance Testing Program.

15 124. Mr. Lee also contacted three knowledgeable members of the law enforcement
 16 community to ask them what they understood the ballistics protection provided by accessory
 17 panels to be. These officers stated they thought accessory panels provided the equivalent NIJ threat
 18 level IIIA protection as full-size panels because the accessory panels were so labeled, and they
 19 believed the armor manufacturers’ representations.

20 125. In the Fall of 2015, Accushape again paid for independent testing of accessory
 21 panels at the NIJ-approved Oregon Ballistics Laboratory. Three of the panels tested were
 22 Accushape’s panels, and two were manufactured and sold by other body armor manufacturers. As
 23 set forth *supra* at ¶ 117, the label of the FirstSpear MASS COLLAR product claimed that it was
 24 compliant to NIJ Standard-0101.06 Level IIIA and also referenced the CPL model name of
 25 full-size vests. However, all of the products, including the two sold by FirstSpear, failed the P-BFS

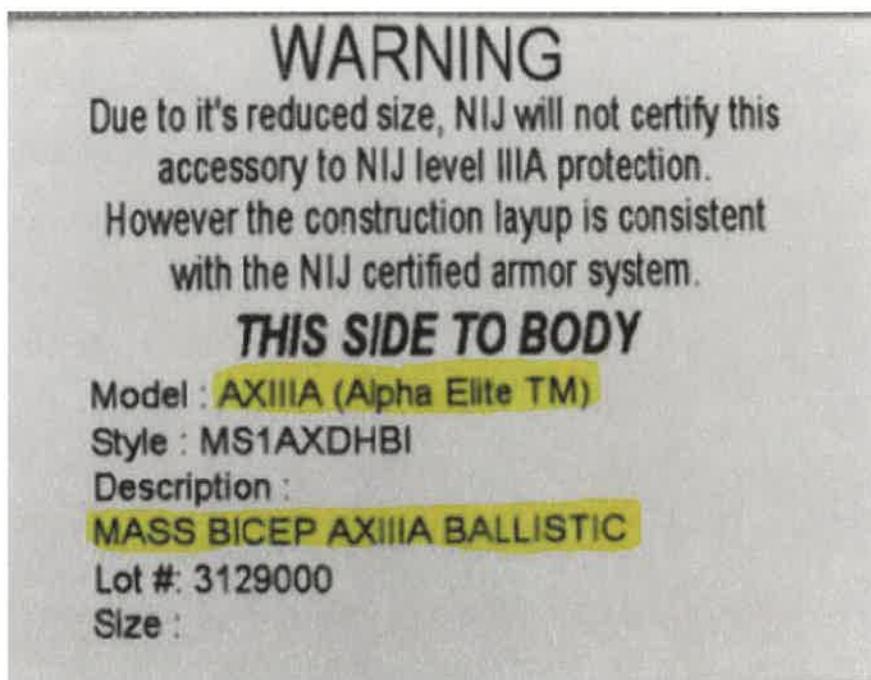
1 test and produced results substantially in excess of the 44 mm BFD when hit with a .44 Magnum
 2 bullet. This level of blunt force trauma could result in serious injury or a fatality.

3 **November 25, 2015 OBL Test Results**

4 Accessory Panel	5 Seller & Manufacturer	6 Model No.	7 BFD	8 Penetration	9 Pass/Fail
IOTV Throat	Accushape	15110-02T	93.65	Partial	Fail
IOTV Neck	Accushape	151110-01N	101.82	Partial	Fail
CIRAS Neck	Accushape	15110-03C	49.37	Partial	Fail
MASS COLLAR	FirstSpear (made by Renegade)	3BFA REN	66.65	Partial	Fail
MASS THROAT	FirstSpear (made by Renegade)	3BFA REN	69.05	Partial	Fail

10 126. On information and belief, Relator's testing indicates that any representation by
 11 Defendants that an accessory panel smaller than 102 square inches provides protection pursuant to
 12 NIJ Standard-0101.06 or threat level IIIA is false, placing the life of the wearer at risk.

13 127. In June 2016, Relator learned that Point Blank had altered the wording on the label
 14 for certain accessory panel products. A picture of the new label, with highlighting added, is below.



1 128. The label of the product nevertheless continued to refer to NIJ CPL model AXIIIA
 2 (Alpha Elite TM), which is the model designation for full-sized vest sizes C1-C5 listed on the
 3 Compliant Product List.

4
 5 **Point Blank Body Armor**
 6 2102 SW 2nd Street Pompano Beach , FL 33069
 Tel: 954-630-0900 Fax: 954-334-1705
<http://www.pointblankarmor.com/>

7

IIIA	AXIIIA	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active
IIIA	AXBIIIA	Male	Side Opening	C1	C2	C3	C4	C5	5 Years	Active

8

9

10 129. Because NIJ does not certify accessory panels, Point Blank's accessory panels
 11 could not be listed on the CPL at all, let alone under this model. Therefore, Point Blank's new
 12 product label is still false and misleading because it claims that the accessory panel is a CPL model.
 13 In addition, on information and belief, the name "AXIIIA" leads reasonable consumers to believe
 14 that the product offers threat level IIIA protection, when in fact, independent testing has revealed
 15 that accessory panels of this size do not offer this level of protection.

16 **E. Defendants False Advertise Accessory Panels.**

17 130. In addition to their product labels and despite agreeing to not reference NIJ or CPL
 18 models in a manner inconsistent with their CTP agreements, Defendants sell their products by
 19 advertising on their websites, catalogs, pricelists and on third party websites, including the GSA²⁶
 20 website, that their accessory panel products offer a certain level of ballistic protection and satisfy
 21 NIJ Standard-0101.06 or threat level IIIA and/or they reference the NIJ CPL models of other
 22 products when selling these accessory panels. These advertisements are knowingly false within
 23 the meaning of the relevant false claims acts.

24
 25
 26 ²⁶ This website is administered by the federal General Service Administration and is used by both federal and State
 agencies to make purchases of a variety of products, including body armor. *See infra*, at ¶¶ 171-180.

1 **1. FirstSpear**

2 131. FirstSpear sells their products by advertising on their websites, catalogs, and on
 3 third party sales websites (including the GSA website) that their accessory panel products satisfy
 4 NIJ Standard-0101.06, or threat level IIIA, and/or by referencing NIJ CPL models. For example,
 5 the 2015 FirstSpear website advertises FirstSpear's MASS Modular Armor Supplement System –
 6 Collar piece as follows: "MASS™ gives additional protection to the neck/throat region, shoulders
 7 and upper arms...Pricing includes NIJ Level IIIA 06 Compliant soft armor." This pricing
 8 statement falsely represents to a customer that the collar piece itself is NIJ Standard-0101.06
 9 certified.

10 132. FirstSpear's 2019 website offers the same MASS line of accessory products for
 11 sale, stating: "When additional armor is necessary ... MASS gives additional protection to the
 12 neck/throat region, shoulders, and upper arms. Federal, State and Local Government Sales Only –
 13 Pricing includes NIJ Level IIIA 06 Compliant soft armor."

14 133. The FirstSpear catalog also makes representations regarding the products being NIJ
 15 Standard-0101.06 compliant. For example, the catalog states: "Soft Armor Ballistic Inserts
 16 complying with NIJ Category IIIA.06 or specific Military specification requirements are available
 17 from FirstSpear for an additional fee."

18 134. FirstSpear also sells products through the GSA website where it falsely represents
 19 that the accessory panel products satisfy threat level IIIA and references a CPL model. For
 20 example, a collar piece and a groin piece are listed on the GSA website as follows:

21 AXBIIIA STRANDHÖGG MASS COLLAR (PN: MS1ABDC00H); **\$149.01**;
 22 Manufacturer: FirstSpear / Point Blank; Sold and Shipped by GALLS LLC

23 AXBIIIA STRANDHÖGG MASS GROIN (PN: MS1ABDGP0H); **\$272.33**;
 24 Manufacturer: FirstSpear / Point Blank; Sold and Shipped by GALLS LLC

25 "AXBIIIA" is a model listed on the CPL for FirstSpear, PACA, Paraclete, and Point Blank.

1 135. On information and belief, FirstSpear marketed and published the above
 2 advertisements or caused them to be published despite knowing, deliberately ignoring, or
 3 recklessly disregarding, the fact that their accessory panels were not certified by NIJ, were not
 4 allowed to be certified to NIJ Standard-0101.06, were not listed on the CPL, and could not pass
 5 the NIJ testing for threat level IIIA.

6 **2. Point Blank**

7 136. Point Blank sells their products by advertising in their catalogs, websites, price lists,
 8 and other third party sales websites (including the GSA website), that their accessory panel
 9 products satisfy NIJ Standard-0101.06, or threat level IIIA, and/or by referencing NIJ CPL models.
 10 For example, excerpts from the 2014 Point Blank website catalog advertise a Point Blank body
 11 armor system “RAM Rapid Assault Mission,” which includes vests with detachable accessory
 12 panels for shoulders and groin, as NIJ Standard-0101.06 IIIA and show the NIJ mark next to these
 13 products.

14 137. Point Blank has claimed NIJ compliance for its accessory panel products by making
 15 the following representations in its marketing materials: “We currently have more NIJ.06 certified
 16 products than any other ballistics company in the industry with a key emphasis of providing our
 17 customers with lighter, more flexible body armor systems with greater ballistic capabilities,”
 18 “Designed for the active assaulter, PARACLETE tactical vests provide optimal scalability. Each
 19 vest can accommodate NIJ .06 Level II or IIIA ballistic collar, throat, biceps and groin
 20 protection...” “Exceeds NIJ.06 Testing Requirements,” “Standard NIJ 0101.06 Ballistic Options,”
 21 “NIJ Standard 0101.06 certified,” “NIJ 0101.06 Ballistic Options,” “NIJ 0101.06 Ballistic
 22 Systems” “Dragon Fire 0101.06 Ballistic Options Available with NIJ .06 Level IIIA Ballistic
 23 Systems,” or simply “0101.06” and “Threat Level IIIA.” Point Blank also listed the “NIJ Standard”
 24 mark in its promotional materials.



138. Point Blank lists numerous “complete sets” and collar, throat, groin, biceps, and
 11 shoulders accessory panels for sale on the NASPO price lists, representing that all of them are
 12 compliant with or certified to NIJ Standard-0101.06 and threat level IIIA and referencing NIJ CPL
 13 models for these products. The complete set includes: collar, throat, biceps, and groin protection.
 14 Point Blank represents that the complete sets—including the accessory panels—are “CPL
 15 Models,” and that they are certified to NIJ Standard 0101.06 and threat level IIIA.

Point Blank Enterprises, Inc.								
Pricing Effective Date: April 1, 2017								
NASPO ValuePoint Master Agreement #: 2016-181								
Product Description	Item #	Gender (M, F, N)	NIJ - CPL Model Designation	NIJ Standard	Threat Level	MSRP	Discount % from MSRP	
Dragonfire Complete Set	DR3AB0C500	M/F	AXIIIA	0101.06	IIIA	\$ 4,525.00	44%	
Dragonfire Complete Set	DR3A0DC500	M/F	AXIIIA	0101.06	IIIA	\$ 4,309.00	44%	
Dragonfire Complete Set	DR3FLDC500	M/F	FLXIIIA-1	0101.06	IIIA	\$ 3,757.00	44%	
Dragonfire Complete Set	DR3NDSC500	M/F	DXIIIA	0101.06	IIIA	\$ 3,549.00	44%	
Dragonfire Complete Set	DR2GNDSC500	M/F	DXIIIA	0101.06	IIIA	\$ 3,179.00	44%	
Dragonfire Complete Set	DR3B0DC500	M/F	XPRIIA-1	0101.06	IIIA	\$ 3,310.00	44%	
Dragonfire Complete Set	DR3B0CZC500	M/F	XPRIIA	0101.06	IIIA	\$ 3,345.00	44%	
Dragonfire Complete Set	DR3C3SC500	M/F	CIIIA-2	0101.06	IIIA	\$ 2,764.00	44%	
Collar Accessories for Operator and International	CO1YD1C500	M/F	XPRIIA-1	0101.06	IIIA	\$ 152.00	44%	
Collar Accessories for Operator and International	CO1RC3C500	M/F	BCIIIA	0101.06	IIIA	\$ 134.00	44%	
Collar Accessories for Operator and International	CO1C3SC500	M/F	CIIIA-2	0101.06	IIIA	\$ 132.00	44%	
Throat Accessories for Operator and International	TP1AB0C500	M/F	AXIIIA	0101.06	IIIA	\$ 140.00	44%	
Throat Accessories for Operator and International	TP1ACDC500	M/F	AXIIIA	0101.06	IIIA	\$ 138.00	44%	
Throat Accessories for Operator and International	TP1FLDC500	M/F	FLXIIIA-1	0101.06	IIIA	\$ 130.00	44%	
Throat Accessories for Operator and International	TP1X0DC500	M/F	DXIIIA	0101.06	IIIA	\$ 100.00	44%	
Throat Accessories for Operator and International	TP1GNDSC500	M/F	DXIIIA	0101.06	IIIA	\$ 93.00	44%	
Throat Accessories for Operator and International	TP1XDC500	M/F	XPRIIA-1	0101.06	IIIA	\$ 98.00	44%	
Throat Accessories for Operator and International	TP1BC3C500	M/F	BCIIIA	0101.06	IIIA	\$ 90.00	44%	
Throat Accessories for Operator and International	TP1C3SC500	M/F	CIIIA-2	0101.06	IIIA	\$ 88.00	44%	
Brain Accessories for Operator and International	EP1ABDC500	M/F	AXIIIA	0101.06	IIIA	\$ 248.00	44%	
Brain Accessories for Operator and International	EP1ACDC500	M/F	AXIIIA	0101.06	IIIA	\$ 231.00	44%	
Brain Accessories for Operator and International	EP1FLDC500	M/F	FLXIIIA-1	0101.06	IIIA	\$ 214.00	44%	

1 139. Point Blank's catalogs market their tactical body armor products by promoting the
 2 "availab[ility of] NIJ-Standard-0101.06 Level IIIA ballistic system" and they also say that options
 3 for purchase with the tactical body armor include: "Ballistic yoke/collar, throat, biceps, and groin
 4 protection." Similarly, Point Blank's Paraclete Brand catalog advertises tactical body armor by
 5 making false representations about the protection that its accessory panel products can provide:

6 Designed for the active assaulter, PARACLETE tactical vests provide optimal
 7 scalability. Each vest can accommodate NIJ .06 Level II or IIIA ballistic collar,
 8 throat, biceps and groin protection....

9 140. Point Blank sells products through the GSA website where they falsely represent
 10 that their accessory panel products satisfy NIJ threat level IIIA and NIJ-Standard 0101.06 and
 11 falsely reference NIJ CPL models. For example, a complete set and collar piece are sold with the
 12 following false statements:

13 Tactical Vest (includes accessories) ALPHA-1 SE Complete Set, M/F, AXIIIA,
 14 IIIA, 101.06, Includes 5 Free Pouches; \$2,682.69; Manufacturer: Point Blank
 15 Enterprises; Sold and Shipped by SRT Supply, Inc.

16 COLLAR-ACCESSORIES FOR ARMIS, M/F, CIIIA-2, IIIA, 101.06; \$60.34;
 17 Manufacturer: Point Blank Enterprises; Sold and Shipped by SRT Supply Inc.

18 "AXIIIA" and "CIIIA-2" are models listed on the CPL for PACA, Paraclete, and Point
 19 Blank.

20 141. On information and belief, Point Blank marketed and published the above
 21 advertisements or caused them to be published despite knowing, deliberately ignoring, or
 22 recklessly disregarding, the fact that their accessory panels were not certified by NIJ, were not
 23 allowed to be certified to NIJ Standard 0101.06, were not listed on the CPL, and could not pass
 24 the NIJ testing for threat level IIIA.

25 **3. Armor Express**

26 142. Armor Express sells their products by advertising on their websites, catalogs,
 27 pricelists, and on third party sales websites (including the GSA website), that accessory panels
 28 offer ballistics protection and satisfy NIJ Standard-0101.06, or threat level IIIA and/or by

1 referencing NIJ CPL model numbers. For example, Armor Express's website advertised the
 2 Lighthawk XT tactical vest with "level IIIA Halo™ ballistic system" with accessories including
 3 shoulder flanks, retractable nape protector, throat protector, structured deltoid protectors and groin
 4 guards. Armor Express's website refers to its tactical vest products as all having "removable
 5 ballistic throat" "optional removable ballistic yoke/collar assembly" "optional structured ballistic
 6 deltoid protector" and "optional removable ballistic groin protector" accessory panels add-ons.

7 143. Armor Express makes false representations in their catalogs by falsely inflating the
 8 level of ballistics protection offered by these products and claiming that the products provide NIJ
 9 Level IIIA protection or are certified to NIJ Standard-0101.06. The 2013 Armor Express catalog
 10 stated that its Lighthawk XT "vest, when combined with level IIIA Halo™ ballistic system met
 11 the challenge...." "Start with the basic front and rear soft armor panels and scale up to full blown
 12 tactical coverage for high risk encounters. Our complete kit of modular ballistic accessories
 13 includes: Shoulder Flanks with Integrated Ballistic Collars, retractable pull-up Nape Protector,
 14 Throat Protector, Structured Deltoid Protectors, and a retractable pull-down Groin Guard."



[27]

COMPLAINT & JURY DEMAND
 FILED UNDER SEAL - 47

KELLER ROHRBACK L.L.P.
 1201 Third Avenue, Suite 3200
 Seattle, WA 98101-3052
 TELEPHONE: (206) 623-1900
 FACSIMILE: (206) 623-3384

1
2 144. One of Armor Express's selling points for their tactical body armor is that Armor
3 Express tests "beyond the NIJ Standard." Armor Express also claims that its Lighthawk products
4 can offer protection they call "Quad Compliance." To be considered an Armor Express Quad
5 Compliant armor "the product must be an NIJ 0101.06 Certified package, put through the Armor
6 Express Special Threat Testing, and be both DEA Armor Testing Protocol-Compliant and
7 subjected to the FBI Body Armor Test Protocol."

8 145. On price lists Armor Express offers both ballistic vests and accessory panels for
9 sale. These accessory panels include yoke and collar assembly, groin guards, enhanced femoral
10 groin protector, nape protectors, shoulder flanks and collar, structured deltoids, and throat
11 protectors. Armor Express falsely represents that these products are "NIJ-CPL Model
12 Designations," and that they are certified to NIJ Standard-0101.06 and threat level IIIA. These
13 representations are false as these accessory panels may not be listed on the CPL, nor do they satisfy
14 NIJ Standard-0101.06, and or threat level IIIA.



15 **Armor Express**
Pricing Effective Date: January 1, 2008
Ohio State Term Contract Price List

Product Description	Item #	Gender (M, F, N)	NIJ - CPL Model Designation	NIJ Standard	Threat Level	MSRP
Lighthawk Groti Guard - Vertex IIIA	TLT1GVTXAG2	M	ATXPGV-A-III	0101.06	18A	\$ 215.00
Lighthawk Groti Guard - Halo IIIA	TLT1GGHALIA	M	HLD-A-III	0101.06	18A	\$ 215.00
Lighthawk Groti Guard - Quantum IIIA	TLT1GGQIA3AG2	M	QTRNG2-A-III	0101.06	18A	\$ 225.00
Lighthawk Nape Protector - FMS IIIA	TLT1NPFMS3AG6	M	FMS-A-III	0101.06	18A	\$ 188.00
Lighthawk Nape Protector - Racer IIIA	TLT1NPRAC3AG2	M	R2R2-A-III	0101.06	18A	\$ 269.00
Lighthawk Nape Protector - Sarah IIIA	TLT1NPSAR3AG2	M	SAR2-A-III	0101.06	18A	\$ 222.00
Lighthawk Nape Protector - Vertex IIIA	TLT1NPVTE3AG2	M	ATXPGV-A-III	0101.06	18A	\$ 205.00
Lighthawk Nape Protector - Halo IIIA	TLT1NPHAL3AG6	M	HLD-A-III	0101.06	18A	\$ 203.00
Lighthawk Nape Protector - Quantum IIIA	TLT1NQIA3AG2	M	QTRNG2-A-III	0101.06	18A	\$ 232.00
Lighthawk Nape Protector - FMS IIIA	TLT1NPFMS3AG6	M	FMS-A-III	0101.06	18A	\$ 188.00
Lighthawk Shoulder Flanks & Collar - Racer IIIA	TLT1SQRFR3AG2	M	R2R2-A-III	0101.06	18A	\$ 378.00
Lighthawk Shoulder Flanks & Collar - Sarah IIIA	TLT1SPSR3AG2	M	SAR2-A-III	0101.06	18A	\$ 479.00
Lighthawk Shoulder Flanks & Collar - Vertex IIIA	TLT1SEVT3AG2	M	ATXPGV-A-III	0101.06	18A	\$ 352.00
Lighthawk Shoulder Flanks & Collar - Halo IIIA	TLT1SODHAL3AG6	M	HLD-A-III	0101.06	18A	\$ 368.00
Lighthawk Shoulder Flanks & Collar - Quantum IIIA	TLT1SCQIA3AG2	M	QTRNG2-A-III	0101.06	18A	\$ 421.00
Lighthawk Shoulder Flanks & Collar - FMS IIIA	TLT1SCM3AG6	M	FMS-A-III	0101.06	18A	\$ 353.00
Lighthawk Structured Deltoids - Racer IIIA	TLT1KDLR3AG2	M	R2R2-A-III	0101.06	18A	\$ 1,302.00
Lighthawk Structured Deltoids - Sarah IIIA	TLT1KDSAR3AG2	M	SAR2-A-III	0101.06	18A	\$ 1,384.00
Lighthawk Structured Deltoids - Vertex IIIA	TLT1KDVTE3AG2	M	ATXPGV-A-III	0101.06	18A	\$ 1,128.00
Lighthawk Structured Deltoids - Halo IIIA	TLT1KDHAL3AG6	M	HLD-A-III	0101.06	18A	\$ 1,208.00
Lighthawk Structured Deltoids - Quantum IIIA	TLT1KDLQIA3AG6	M	QTRNG2-A-III	0101.06	18A	\$ 1,034.00
Lighthawk Structured Deltoids - FMS IIIA	TLT1KDFMS3AG6	M	FMS-A-III	0101.06	18A	\$ 1,034.00
Lighthawk Throat Protector - Racer IIIA	TLT1TPR3AG2	M	R2R2-A-III	0101.06	18A	\$ 240.00
Lighthawk Throat Protector - Sarah IIIA	TLT1TPSR3AG2	M	SAR2-A-III	0101.06	18A	\$ 306.00
Lighthawk Throat Protector - Vertex IIIA	TLT1TPVTE3AG2	M	ATXPGV-A-III	0101.06	18A	\$ 292.00
Lighthawk Throat Protector - Halo IIIA	TLT1TPHAL3AG6	M	HLD-A-III	0101.06	18A	\$ 281.00
Lighthawk Throat Protector - Quantum IIIA	TLT1TPQIA3AG2	M	QTRNG2-A-III	0101.06	18A	\$ 281.00
Lighthawk Throat Protector - FMS IIIA	TLT1TPFMS3AG6	M	FMS-A-III	0101.06	18A	\$ 230.00

1 146. Armor Express sells products through the GSA website where they falsely represent
 2 that their accessory panel products satisfy NIJ threat level IIIA and NIJ-Standard 0101.06. For
 3 example, a shoulder pad system is sold with the following false statements.

4 ASP SHOULDER PAD SYSTEM – BALLISTICS; Armor Express - ASP
 5 Shoulder Pad System - BALLISTICS (set) FMS Level IIIA - NIJ Model#: FMS-
 6 A-III; Mfr. Part No.: TSPFMS3A6; **\$68.50**; Manufacturer: Armor Express; Sold
 and Shipped by Tactical & Survival Specialties Inc.

7 “FMS-A-III” is a model listed on the CPL for Armor Express.

8 147. On information and belief, Armor Express marketed and published the above
 9 advertisements or caused them to be published despite knowing, deliberately ignoring, or
 10 recklessly disregarding, the fact that their accessory panels were not certified by NIJ, and were not
 11 allowed to be certified to NIJ Standard 0101.06, were not listed on the CPL, and could not pass
 12 the NIJ testing for threat level IIIA.

13 **4. KDH Defense Systems**

14 148. KDH sells their products by advertising on their website, catalogs, pricelists,
 15 through third party dealers, and also on third party sales websites (including the GSA website) that
 16 their accessory panel products satisfy NIJ Standard-0101.06, or threat level IIIA and/or by
 17 referencing NIJ CPL models.

18 149. The KDH catalog states: “KDH’s robust portfolio of NIJ Standard 0101.06 certified
 19 soft armor ballistic solutions provides the highest levels of quality, comfort and performance...
 20 KDH’s research and development efforts continue to provide lighter, more flexible and higher
 21 performing ballistic solutions exceeding the NIJ standards....” The catalog features a list of the
 22 KDH NIJ Standard-0101.06 Ballistic Systems and includes the following referenced CPL models:
 23 STD-103-III; MD-101-III; VLT-III; LT-102-III; and LTST-102-III. The catalog states:
 24 “KDH Defense Systems warrants that the above referenced NIJ Models meet the designated threat
 25 level.” KDH’s bicep/arm protector, ballistic throat protector, ballistic collar protector, groin
 26 protector, and lower back protector accessory panel products are then listed for sale by reference

1 to the same models as those listed as NIJ certified in the KDH catalog, and those found on the
 2 CPL. Such use of the certified NIJ CPL models in reference to the accessory panels is not permitted
 3 pursuant to NIJ-Standard 0101.06 or the manufacturer's CTP agreement.

4 **KDH Defense Systems, Inc.**

5 **750A Fieldcrest Road Eden, NC 27288**
 Tel: (336) 635-4158 Fax: (336) 625-4160
<http://www.kdhdefensesystems.com/>

6 Threat Level	7 Model Designation	8 Gender	9 Opening	10 Size Range <i>(Highlighted Boxes)</i>					11 Warranty	12 Model Status
7 . IIIA	8 LT-102-III A	9 Neutral	10 Side Opening	11 C1	12 C2	13 C3	14 C4	15 C5	16 5 Years	17 Active
8 IIIA	9 LTST-102-III A	10 Male	11 Side Opening	12 C1	13 C2	14 C3	15 C4	16 C5	17 5 Years	18 Active
9 IIIA	10 LTSTF-102-III A	11 Female	12 Side Opening	13 C1	14 C2	15 C3	16 C4	17 C5	18 5 Years	19 Active
10 IIIA	11 MD-101-III A	12 Neutral	13 Side Opening	14 C1	15 C2	16 C3	17 C4	18 C5	19 5 Years	20 Active
11 IIIA	12 STD-103-III A	13 Neutral	14 Side Opening	15 C2	16 C3	17 C4	18 C5	19	20 5 Years	21 Active
12 IIIA	13 STD-104-III A	14 Neutral	15 Side Opening	16 C1	17 C2	18 C3	19 C4	20 C5	21 5 Years	22 Active
13 IIIA	14 VLT-III A	15 Female	16 Side Opening	17 C1	18 C2	19 C3	20 C4	21 C5	22 5 Years	23 Active
14 IIIA	15 VLT-III A	16 Male	17 Side Opening	18 C1	19 C2	20 C3	21 C4	22 C5	23 5 Years	24 Active

150. KDH's dealer price lists, RFP response price lists, and NASPO price lists for
 15 accessory panels all falsely represent that the products are certified to NIJ Standard-0101.06 and/or
 16 threat level IIIA and reference the certified NIJ CPL models for each of the accessory panel
 17 products. KDH represents to purchasers that these products are "Ballistic Models" that satisfy NIJ
 18 Standard-0101.06, each with their own CPL model. These representations are false as these
 19 accessory panels may not be listed on the CPL, nor do they satisfy NIJ Standard-0101.06, or threat
 20 level IIIA.

TACTICAL VEST ACCESSORIES				
Product Description	Ballistic Model (NIJ 0101.06)	Retail Price	Dealer Price	
Bicep/Arm Protector	LT-102-IIA	\$ 412.50	\$ 165.00	
Bicep/Arm Protector	MD-101-IIA	\$ 350.00	\$ 140.00	
Bicep/Arm Protector	STD-103-IIA	\$ 300.00	\$ 120.00	
Ballistic Throat (with collar only)	LT-102-IIA	\$ 125.00	\$ 50.00	
Ballistic Throat	MD-101-IIA	\$ 100.00	\$ 40.00	
Ballistic Throat	STD-103-IIA	\$ 75.00	\$ 30.00	
Ballistic Collar	LT-102-IIA	\$ 182.50	\$ 85.00	
Ballistic Collar	MD-101-IIA	\$ 137.50	\$ 55.00	
Ballistic Collar	STD-103-IIA	\$ 112.50	\$ 45.00	
Groin Protector	LT-102-IIA	\$ 225.00	\$ 90.00	
Groin Protector	MD-101-IIA	\$ 187.50	\$ 75.00	
Groin Protector	STD-103-IIA	\$ 150.00	\$ 60.00	



KDH Defense Systems, Inc.

Pricing Effective Date: October 1, 2017

RASPO ValuePoint Master Agreement #: 2016-182



Product Description	Item #	Gender (M, F, M)	NIJ - CPL Model Designation	NIJ Standard	Threat Level	MSRP	Discount % From MSRP	Contract
BICEP/ARM PROTECTOR STD-103-IIA	KDH-TA-805	N/A	STD-103-IIA	0301.06	IIA	\$ 375.00	41%	\$ 156.75
BICEP/ARM PROTECTOR LTST-102-II	KDH-TA-806	N/A	LTST-102-II	0301.06	II	\$ 580.00	41%	\$ 232.40
BALLISTIC THROAT with VLT-101-IIA	KDH-TA-808	N/A	VLT-101-IIA	0301.06	IIA	\$ 235.00	41%	\$ 93.50
BALLISTIC THROAT with LT-102-IIA	KDH-TA-809	N/A	LTST-102-IIA	0301.06	IIA	\$ 355.00	41%	\$ 145.35
BALLISTIC THROAT with MD-101-IIA	KDH-TA-810	N/A	LT-102-IIA	0301.06	IIA	\$ 325.00	41%	\$ 132.75
BALLISTIC THROAT with STD-103-IIA	KDH-TA-811	N/A	STD-103-IIA	0301.06	IIA	\$ 420.00	41%	\$ 171.60
BALLISTIC THROAT with LT-102-IIA	KDH-TA-812	N/A	STD-103-IIA	0301.06	IIA	\$ 375.00	41%	\$ 155.75
BALLISTIC THROAT with LTST-102-II	KDH-TA-813	N/A	LTST-102-II	0301.06	II	\$ 375.00	41%	\$ 155.75
BALLISTIC COLLAR with VLT-101-IIA	KDH-TA-815	N/A	VLT-101-IIA	0301.06	IIA	\$ 310.00	41%	\$ 128.50
BALLISTIC COLLAR with LTST-102-IIA	KDH-TA-816	N/A	LTST-102-IIA	0301.06	IIA	\$ 700.00	41%	\$ 290.00
BALLISTIC COLLAR with LT-102-IIA	KDH-TA-817	N/A	LT-102-IIA	0301.06	IIA	\$ 342.50	41%	\$ 142.50
BALLISTIC COLLAR with MD-101-IIA	KDH-TA-818	N/A	MD-101-IIA	0301.06	IIA	\$ 330.00	41%	\$ 138.00
BALLISTIC COLLAR with STD-103-IIA	KDH-TA-819	N/A	STD-103-IIA	0301.06	IIA	\$ 315.00	41%	\$ 131.50
BALLISTIC COLLAR with LTST-102-II	KDH-TA-820	N/A	LTST-102-II	0301.06	II	\$ 325.00	41%	\$ 132.15
GROIN PROTECTOR with VLT-101-IIA	KDH-TA-822	N/A	VLT-101-IIA	0220.06	IIA	\$ 450.00	41%	\$ 185.00
GROIN PROTECTOR with LT-102-IIA	KDH-TA-823	N/A	LT-102-IIA	0220.06	IIA	\$ 385.00	41%	\$ 158.45
GROIN PROTECTOR with STD-103-IIA	KDH-TA-824	N/A	LT-102-IIA	0220.06	IIA	\$ 325.00	41%	\$ 132.75

151. KDH sells products through the GSA website where they falsely represent that their accessory panel products satisfy NIJ threat level IIIA and NIJ-Standard 0101.06. For example, a tactical vest system is sold with the following false statements.

VBSS Tactical Vest **\$1,410.58**; Features full wrap-around cummerbund with front hook/loop flap, integrated, single-point, ambidextrous weapons sling, front and back plate pockets to accommodate ESAPI plates, single-handed emergency egress quick-release system, ventilation channels, MOLLE webbing, includes bicep, throat, collar, and groin protection. Level IIIA - NIJ Standard 0101.06 Compliant KDH Body Armor, Threat Level 3A, Areal Density 1.23 psf, 0.275" Thick, V50 - .357 Sig 1796 fps, V50 - .44 Mag 1568 fps, Special Threats DHS, 2, 4, 16, 64, RCC

17 gr Frag.; Manufacturer KDH Defense Systems; Sold and Shipped by Shore
Solutions, Inc.

152. On information and belief, KDH published the above advertisements or caused
them to be published despite knowing, deliberately ignoring, or recklessly disregarding, the fact
that their accessory panels were not certified by NIJ, were not allowed to be certified to NIJ
Standard 0101.06, were not listed on the CPL, and could not pass the NIJ testing for threat level
IIIA.

5. Safariland

153. Safariland sells their products by advertising on their websites, catalogs, pricelists,
and on third party sales websites (including the GSA website) that their accessory panel products
offer ballistics protection and satisfy NIJ Standard-0101.06 or threat level IIIA, and/or by
referencing NIJ CPL models.

154. Safariland advertises their Ballistic Collar Protector on their website by stating:
“Scale-up your Protech Tactical Carrier: The Ballistic collar is an optional accessory with the
ability to provide additional ballistic coverage of the neck portion of the upper torso....Choose
between 10 different ballistic panel packages to complete the ballistic [c]overage [sic] that's just
right for you...Available with Xtreme SX, Summit, Xtreme XT, Monarch, BV02 and PX01
ballistic panel packages, Type II and IIIA.”

155. Safariland’s GH Armor advertised their Atlas T3 product on their website by stating
that it was “[e]ngineered as a scalable ballistic platform with...a range of accessories that are

Home » Products » Tactical » Atlas T3 Tactical Plate Carrier

ATLAS T3 TACTICAL PLATE CARRIER

Part of the Atlas Tactical Series, the Atlas T3 Tactical Plate Carrier is designed for
operators that require lightweight protective coverage and high-speed mobility.
Engineered as a scalable ballistic platform with optional quick release
functionality and a range of accessories that are compatible with all Atlas series
vests. The Atlas T3 offers a low-profile solution that is fully customizable with soft
and hard armor inserts for mission-specific adaptability.

STANDARD FEATURES ON ALL ATLAS

- Available in all Level IIIA ballistic packages



COLORS

COMPLAINT & JURY DEMAND
FILED UNDER SEAL - 52

KELLER ROHRBACK L.L.P.

1201 Third Avenue, Suite 3200
Seattle, WA 98101-3052
TELEPHONE: (206) 623-1900
FACSIMILE: (206) 623-3384

1 compatible with all Atlas series vests...Available in all Level IIIA ballistic packages." The Atlas
 2 T3 Plate Carrier was pictured on the website with accessory panels.

3 156. The Safariland Group's body armor catalogs make false representations regarding
 4 their products offering certain levels of ballistics protection, i.e. providing NIJ threat level IIIA or
 5 NIJ Standard-0101.06 protection.

- 6 A. Excerpts from the ABA Body Armor – Second Chance Body Armor Catalog
 7 state, “[a]t Safariland, we offer armor solutions that meet or exceed the National
 8 Institute of Justice (NIJ) standards.” ABA – Second Chance states that its
 9 Tactical Assault Carrier (TAC) with Tactical Options “includes ... an upper
 10 arm and groin attachment system for optional extremity protection.”
- 11 B. Excerpts from the GH Armor Product Catalog state that “All products are
 12 designed to meet and exceed federal test standards...Special threat testing is
 13 available for select models and performed at NIJ-certified independent test
 14 facilities.” The catalog also states that the QUAD Modular Tactical Vest
 15 System is “Available in all Level IIIA ballistic packages” and then states that
 16 features of the vest system include all of the accessory panels. The catalog also
 17 shows the Atlas T3, T5, and T7 systems with accessories and states that “Level
 18 IIIA ballistic packages” are available.
- 19 C. Excerpts from the Protech catalog state, “Protech Tactical armor models are NIJ
 20 Standard-0101.06 approved....” The catalog also states that Protech Tactical’s
 21 standard features on the FAV MKII Enhanced carrier include, “removable
 22 front, back, shoulder and 6” x 10” side Type IIIA ballistic panels...” as well as
 23 “Detachable ballistic accessories including: collar, throat, upper arm (biceps),
 24 standard or enhanced groin and A-PEC side chest protective inserts.” Protech
 25 makes similar claims regarding the APV, APV QR, Titan Assault Enhanced,
 26 CAV (Core Assault Vest), and FAV T1/T2 carrier systems.

20 157. On their price lists Safariland offers both the vests and optional accessory panels
 21 for sale. These optional panel items include collar, throat, upper arm, standard groin, enhanced
 22 groin, and side chest protection. Safariland represents that these products are certified as NIJ
 23 Standard-0101.06 Type IIIA compliant. Safariland also represents to purchasers that these
 24 products are certified NIJ CPL models. These representations are false as these accessory panels
 25 may not be listed on the CPL, nor do they satisfy NIJ Standard-0101.06 or threat level IIIA.

TACTICAL ACCESSORIES

SAFARILAND, LLC

NASPO VALUE POINT MASTER AGREEMENT #2016-178

Part Number	Description	NU Model	MSRP	NASPO	% Off MSRP	Delivery
BALLISTIC ACCESSORIES						
1318097	Collar, Maritime® 68 Level IIIA	NW-2015-10-58	\$380.00	\$161.00	53.0%	60 Days
1314363	Collar, Sx Level IIIA	SA-3A005-SX02	\$210.00	\$88.70	53.0%	60 Days
1223900	Collar, Maritime® Level IIIA	SA-3A005-MR02	\$175.00	\$68.00	51.7%	60 Days
THROAT						
1314093	Throat, Maritime® 68 Level IIIA	NW-2015-10-58	\$250.00	\$126.75	49.3%	60 Days
1314364	Throat, Sx Level IIIA	SA-3A005-SX02	\$225.00	\$108.00	42.2%	60 Days
1223901	Throat, Maritime® Level IIIA	SA-3A005-MR02	\$180.00	\$84.00	53.0%	60 Days

Protech Retail Price List

Effective Date: October 1, 2014

A Safariland Brand

Lot 1 Item 7 - Soft Armor

Lot 1 Item 7 - Hard Armor

TACTICAL VESTS

ITEM NUMBER/DESCRIPTION	DESCRIPTION	UNIT PRICE
ENHANCED		
SAFARILAND® Series (Front Ballistic® x 10" x 10" Maritime® Protection) 8106 24 Type IIIA, Configured		\$320.00
Front Ballistic® 10" x 10" Maritime® Protection System		
Optional Collar (Detachable)		\$8.00
Optional Throat (Detachable)		\$16.00
Optional Upper Arm Protection (Detachable)		\$176.00
Optional Upper Arm Protection (Short) (Detachable)		\$440.00
Optional Standard Chest Protection (Detachable)		\$166.00
Optional Enhanced Chest Protection (Detachable)		\$225.00
Optional A-PAC® Side Chest Protection (Detachable)		\$246.00
Optional Side Armor™ Insert (Detachable)		\$45.00
Optional Side Armor™ Insert (Detachable)		\$16.00
SAFARILAND® Series (Front Ballistic® x 10" x 10" Maritime® Protection) 8106 24 Type IIIA, Configured		
Front Ballistic® 10" x 10" Maritime® Protection System		
Optional Collar (Detachable)		\$100.00
Optional Throat (Detachable)		\$16.00
Optional Upper Arm Protection (Detachable)		\$166.00
Optional Upper Arm Protection (Short) (Detachable)		\$440.00
Optional Standard Chest Protection (Detachable)		\$200.00
Optional Enhanced Chest Protection (Detachable)		\$265.00
Optional A-PAC® Side Chest Protection (Detachable)		\$286.00
Optional Side Armor™ Insert (Detachable)		\$16.00

GH ARMOR SYSTEMS

NASPO ValuePoint Master Agreement # 2016-179

Effective January 1, 2014

TACTICAL BODY ARMOR | QUAD TACTICAL VEST

Product #	Description	NU	Level	Qty 1-50	Discount %	Qty 51+	MSRP
GH-QD1-CR0	QUAD Tactical Vest Carrier (Carrier Only)	N/A	N/A	\$359.00	42%	\$347.20	\$620.00
GH-QD1-HX03-IIIA	QUAD Ballistic Panels - Helix IIIA HX03 (Panels Only)	DG	III A	\$1,421.00	42%	\$1,372.00	\$2,450.00
GH-QD1-LX02-IIIA	QUAD Ballistic Panels - LiteX IIIA LX02 (Panels Only)	DG	III A	\$951.20	42%	\$918.40	\$1,640.00
GH-QD1-PX02-IIIA	QUAD Ballistic Panels - ProX IIIA PX02 (Panels Only)	DG	III A	\$638.00	42%	\$616.00	\$1,100.00

TACTICAL BODY ARMOR | QUAD TACTICAL ACCESSORIES

Product #	Description	NU	Level	Qty 1-50	Discount %	Qty 51+	MSRP
GH-QD1-CMB-CR0	QUAD Cummerbund Carrier (Carrier Only)	N/A	N/A	\$97.00	42%	\$89.60	\$160.00
GH-QD1-CMB-HX03-IIIA	QUAD Cummerbund Ballistic Insert Panels (Pair) - Helix IIIA HX03 (Panels Only)	DG	III A	\$243.60	42%	\$235.20	\$420.00
GH-QD1-CMB-LX02-IIIA	QUAD Cummerbund Ballistic Insert Panels (Pair) - LiteX IIIA LX02 (Panels Only)	DG	III A	\$168.20	42%	\$162.40	\$290.00
GH-QD1-CMB-PX02-IIIA	QUAD Cummerbund Ballistic Insert Panels (Pair) - ProX IIIA PX02 (Panels Only)	DG	III A	\$121.80	42%	\$117.60	\$210.00
GH-QD1-SHLD-HX03-IIIA	QUAD Shoulder Ballistic Insert Panels (Pair) - Helix IIIA HX03 (Panels Only)	DG	III A	\$179.80	42%	\$173.60	\$310.00
GH-QD1-SHLD-LX02-IIIA	QUAD Shoulder Ballistic Insert Panels (Pair) - LiteX IIIA LX02 (Panels Only)	DG	III A	\$124.70	42%	\$120.40	\$215.00
GH-QD1-SHLD-PX02-IIIA	QUAD Shoulder Ballistic Insert Panels (Pair) - ProX IIIA PX02 (Panels Only)	DG	III A	\$99.70	42%	\$92.40	\$165.00
GH-QD1-CLX-HX03-IIIA	QUAD Collar Protector with Panels - Helix IIIA HX03	DG	III A	\$194.30	42%	\$187.60	\$335.00
GH-QD1-CLX-LX02-IIIA	QUAD Collar Protector with Panels - LiteX IIIA LX02	DG	III A	\$145.00	42%	\$140.00	\$250.00
GH-QD1-CLX-PX02-IIIA	QUAD Collar Protector with Panels - ProX IIIA PX02	DG	III A	\$116.00	42%	\$112.00	\$200.00
GH-QD1-TRH-HX03-IIIA	QUAD Throat Protector with Panels - Helix IIIA HX03	DG	III A	\$136.30	42%	\$131.60	\$235.00
GH-QD1-TRH-LX02-IIIA	QUAD Throat Protector with Panels - LiteX IIIA LX02	DG	III A	\$104.40	42%	\$100.80	\$180.00
GH-QD1-TRH-PX02-IIIA	QUAD Throat Protector with Panels - ProX IIIA PX02	DG	III A	\$87.00	42%	\$84.00	\$150.00

COMPLAINT & JURY DEMAND
FILED UNDER SEAL - 54

KELLER ROHRBACK L.L.P.

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GH Armor Systems, Inc.

Pricing Effective Date: July 1, 2017

NASPO ValuePoint Master Agreement # 2016-179

Product Description	Item #	Gender (M, F, N)	NIJ - CPL Model Designation	NIJ Standard	Threat Level	MSRP	Discount % from MSRP
Atlas Collar Protector with Panels - Helix IIIA	GH-AT-CLR-HX3A	N	GPAIIIA-2	0101.06	IIIA	\$ 330.00	42%
Atlas Collar Protector with Panels - LiteX IIIA	GH-AT-CLR-LX3A	N	GPBIIIA-2	0101.06	IIIA	\$ 250.00	42%
Atlas Collar Protector with Panels - ProX IIIA	GH-AT-CLR-PX3A	N	GPCIIIA-2	0101.06	IIIA	\$ 200.00	42%
Atlas Throat Protector with Panels - Ethos IIIA	GH-AT-THR-EX3A	N	GPXIIIA	0101.06	IIIA	\$ 225.00	42%
Atlas Throat Protector with Panels - Helix IIIA	GH-AT-THR-HX3A	N	GPAIIIA-2	0101.06	IIIA	\$ 200.00	42%
Atlas Throat Protector with Panels - LiteX IIIA	GH-AT-THR-LX3A	N	GPBIIIA-2	0101.06	IIIA	\$ 180.00	42%
Atlas Throat Protector with Panels - ProX IIIA	GH-AT-THR-PX3A	N	GPCIIIA-2	0101.06	IIIA	\$ 135.00	42%
Atlas Bicep Protectors (Pair) with Panels - Ethos IIIA	GH-AT-BCP-EX3A	N	GPXIIIA	0101.06	IIIA	\$ 600.00	42%
Atlas Bicep Protectors (Pair) with Panels - Helix IIIA	GH-AT-BCP-HX3A	N	GPAIIIA-2	0101.06	IIIA	\$ 550.00	42%
Atlas Bicep Protectors (Pair) with Panels - LiteX IIIA	GH-AT-BCP-LX3A	N	GPBIIIA-2	0101.06	IIIA	\$ 430.00	42%
Atlas Bicep Protectors (Pair) with Panels - ProX IIIA	GH-AT-BCP-PX3A	N	GPCIIIA-2	0101.06	IIIA	\$ 355.00	42%
Atlas Groin Protector with Panels - Ethos IIIA	GH-AT-GRN-EX3A	N	GPXIIIA	0101.06	IIIA	\$ 400.00	42%
Atlas Groin Protector with Panels - Helix IIIA	GH-AT-GRN-HX3A	N	GPAIIIA-2	0101.06	IIIA	\$ 370.00	42%
Atlas Groin Protector with Panels - LiteX IIIA	GH-AT-GRN-LX3A	N	GPBIIIA-2	0101.06	IIIA	\$ 290.00	42%
Atlas Groin Protector with Panels - ProX IIIA	GH-AT-GRN-PX3A	N	GPCIIIA-2	0103.06	IIIA	\$ 245.00	42%

158. Safariland sells products through the GSA website where they falsely represent that their accessory panel products satisfy NIJ threat level IIIA and NIJ-Standard 0101.06. For example, a tactical vest system and biceps protectors are sold with the following false statements.

FAV MKII Enhanced (1000 D. Cordura) Vest; **\$1,585.40**; P6-FMR3-XXXX-AYX - NIJ-0101.06 Removable Type IIIA MR01 Ballistic Panels. Removable, integrated shoulder ballistic inserts. ... Removable internal cummerbund controls front and back platform during tactical maneuvers. Removable shoulder-mounted D-rings for weapon sling. Removable dual weapon retention pads. Pull-down groin attachment system for standard bal; Manufacturer: Safariland (Protech); Sold and Shipped by ADS, Inc.

Bicep Protectors Tactical; **\$257.57**; Size One Size Color MultiCam Areal Density 1.16 psf Material 500d Cordura NIJ Armor Rating NIJ 0101.06 Level 3A Ballistics Armor Thickness 0.270 In. Number of Pockets (Inside) 0 Number of Pockets (Outside) 0 Fits QUAD Tactical Vest For Use With QUAD Tactical Vest; Manufacturer: GH Armor Systems; Sold and Shipped by: Wrigglesworth Enterprises, Inc.

159. On information and belief, Safariland marketed or published the above advertisements or caused them to be published despite knowing, deliberately ignoring, or recklessly disregarding, the fact that their accessory panels were not certified by NIJ, were not allowed to be certified to NIJ Standard 0101.06, were not listed on the CPL, and could not pass the NIJ testing for threat level IIIA.

1 **F. Defendants Presented False Claims to the Government.**

2 160. By marketing and selling falsely labeled accessory products to the United States
 3 Government and the government of the States and/or their subdivisions, Defendants have
 4 presented or caused to be presented false and/or fraudulent claims to federal, state, and local
 5 governments and these governments have paid the claims. Defendants' false statements and/or
 6 records concerning the certification and level of protection offered by Defendants' accessory
 7 panels were material to these false claims.

8 161. These false claims have affected many federal and state agencies because
 9 collectively Defendants supply a large proportion of the body armor market.

10 **1. Defendants' False Statements were Material to Government Purchases.**

11 162. Defendants' accessory panels were advertised and labeled in such a way as to lead
 12 law enforcement personnel and purchasers of accessory panels to falsely believe that the accessory
 13 panels offered the same level of IIIA, NIJ-Standard 0101.06, ballistic protection as the vests listed
 14 on the CPL. *See supra*, at Section V(D) and (E). As mentioned above, Relator's communications
 15 with law enforcement SWAT personnel revealed that these individuals believed that accessory
 16 panels offered the same level of IIIA ballistic protection as the panels in vests listed on the CPL.
 17 These beliefs were false.

18 **a. Federal Agencies Require NIJ Standard-0101.06 Protection.**

19 163. Federal agencies have required accessory panel products that were certified to NIJ
 20 Standard-0101.06 at Level IIIA—the same level of protection they required for purchases of the
 21 full-size vests. On information and belief, Federal agencies believed the body armor
 22 manufacturers' false representations on product labels, marketing materials and price lists that
 23 these products provided the same ballistics protection as full-size vests and were certified to NIJ
 24 Standard-0101.06, Level IIIA, were induced to request such products, and purchased Defendants'
 25 accessory panel products under that belief.

1 164. For example, on June 4, 2019, the U.S. Marshals Service published an Amendment
 2 of Solicitation/Modification of Contract specifying that the body armor the agency was going to
 3 purchase “must be a modular system allowing for the attachment of pouches or other elements to
 4 the vest. To include additional armor components such as neck, shoulder and groin protection....
 5 Male Concealable Ballistic Panels NIJ Standard-0101.06 certified IIIA.... Female Concealable
 6 Ballistic Panels NIJ.... NIJ Standard-0101.06 certified IIIA.”

7 **b. NASPO ValuePoint Master Agreement Requires NIJ Standard-
 8 0101.06 Protection.**

9 165. Tactical body armor, including the accessory panels, are also included within a
 10 multistate master purchasing agreement sponsored by NASPO ValuePoint Cooperative
 11 Purchasing Program LLC. Participating entities in the purchasing program include the states or
 12 commonwealth of: Washington, Alaska, Arkansas, Arizona, California, Colorado, Delaware,
 13 Florida, Hawaii, Iowa, Idaho, Massachusetts, Montana, Nevada, New Hampshire, New Mexico,
 14 New York, North Carolina, North Dakota, Oregon, South Carolina, South Dakota, Utah, Vermont,
 15 Wisconsin, and Wyoming. Sales data for 2014 shows purchases of body armor by the states listed
 16 above. In addition to these purchases by states, the NASPO Master Agreement may be used
 17 generally by State governments, institutions of higher education, political subdivisions (colleges,
 18 school districts, counties, cities, etc.), the District of Columbia, territories of the United States and
 19 other eligible entities.

20 166. NASPO’s Body Armor Request for Proposal (“RFP”), RFP-NK-15-001, covers
 21 procurement for the 2016-2021 time period. The purpose of the agreement is to provide new body
 22 armor that meets the certification requirements of NIJ Standard-0101.06. The RFP specifies that
 23 “[a]cceptable [p]roducts are those that are published on the Compliant Products List (CPL).” The
 24 product category “Accessories” includes ballistic protectors for “[g]roin, yoke, bicep, collar and
 25 throat.” According to the RFP, proposed body armor must meet NIJ Standard-0101.06, unless and
 26 until new NIJ Standards are published and made effective. Further, the RFP states that all body

1 armor shall be labeled with strict adherence to any applicable laws and regulations, including
 2 following the labelling requirements according to the NIJ Standards and guidance for NIJ
 3 Standard-0101.06.

4 167. The NASPO RFP specifies that the “[o]fferor’s proposed [p]roducts must be NIJ
 5 certified, if applicable, and be listed on the CPL.”

6 168. The body armor vendors that have been approved to provide tactical body armor
 7 pursuant to this RFP include Armor Express, GH Armor Systems, KDH Defense Systems, Point
 8 Blank and Safariland. The NASPO pricelists for Armor Express, GH Armor Systems (a
 9 Safariland company), KDH Defense Systems, Point Blank, and Safariland all offer accessory
 10 panels for sale, and state that they are certified to NIJ 0101.06 and/or threat level IIIA and
 11 reference CPL models. Above are excerpts from each of these product lists showing the
 12 defendant’s logo and the false marketing of accessory panels offered for sale to government
 13 agencies. *See supra*, at Section V(E)(2)-(E)(5).

14 **c. State and Local Agencies Require NIJ Standard-0101.06 Protection in
 15 their Direct Purchases.**

16 169. State and local law enforcement agencies also required accessory panel products
 17 that were certified to NIJ Standard-0101.06 at Level IIIA—the same level of protection required
 18 for the full-size vests. On information and belief, state and local agencies believed the body armor
 19 manufacturers’ false representations on product labels, marketing materials and price lists that
 20 these products provided the same ballistics protection as full-size vests and were certified to NIJ
 21 Standard-0101.06, Level IIIA, were induced to request such products, and purchased Defendants’
 22 accessory panel products under that belief.

23 170. For example:

24 A. The City of Romulus, Michigan Police Department requested “formal
 25 quotes with unit pricing guaranteed for 90 days for:Tactical Vest with Quantum Level IIIa.06
 26

1 Ballistics,Shoulder Flanks with Integrated Ballistic Collar, Throat Protector, Groin Guard,
2 Structured Deltoids & Sleeves, Nape Protector....”

3 B. Dekalb County, Georgia requested a quote for body armor and stated
4 “[w]hen vest is fully configured it should include: 2 piece yoke and throat guard with NIJ 0101.06
5 soft armor; Bicep/deltoid upper arm protector with NIJ 0101.06 soft armor; Lower abdomen/groin
6 protector with NIJ 0101.06 soft armor.”

7 C. The City of San Bernardino California requested a body armor system
8 utilizing “a ballistic package which is certified under National Institute of Justice Standard NIJ-
9 STF-0101.06, Ballistic Resistance of Body Armor...Each individual base carrier armor system
10 must come with the following detachable accessories: Project 7 throat protection; Project 7 upper
11 arm protection; Project 7 groin/femoral artery protection.”

12 D. The Commonwealth of Pennsylvania invited bids to cover the
13 “Commonwealth’s requirements for Concealable and Tactical Body Armor and accessories.”
14 “Classification shall be with the following Types (Threat Levels) Ballistic: IIA-IV....Armor must
15 be in accordance with current Federal Standards for Ballistic Resistance of Body Armor NIJ
16 Standard and Stab Resistance of Personal Body Armor NIJ Standard.” A price list from KDH was
17 submitted as a bid offering bicep/arm protectors, ballistic throat, ballistic collar, groin protectors
18 and lower back protectors with NIJ Standard-0101.06 certification to threat level II or IIIA with
19 corresponding CPL models. Similarly, a price list for Point Blank was submitted offering complete
20 sets of body armor, including accessory pieces for Collar, Biceps, Throat, DF Lower Ext, Groin
21 and DF Shoulder with corresponding CPL models and statements that the CPL models are NIJ
22 0101.06 certified.

23 E. New York state required “Soft Body Armor product lines [that] consist[] of
24 vests and any accessories that may accompany vests . . . Certification: National Institute of Justice:
25 Body Armor-Ballistic resistant: All ballistic-resistant vests and plates must carry the NIJ Standard-
26 0101.06 July 2008 certification.” Armor Express’s price list was submitted offering collar, groin

1 guard, throat protector, sleeves set, and shoulder pads having Level IIIA protection. Similarly, the
 2 price list for Safariland was submitted offering NIJ 0101.06 Type IIIA collar, throat, upper arm,
 3 standard groin, and enhanced groin pieces for sale.

4 **2. Federal Agencies Purchased and/or Subsidized the Purchases of Defendants'
 Falsely Labeled Accessory Panels.**

5 171. On information and belief, the Federal Government has purchased Defendants'
 6 falsely advertised and falsely labeled accessory panels for use by personnel in a variety of federal
 7 agencies and has provided reimbursement to State and local governments for their purchase of the
 8 same products. Similarly, on information and belief, State and local governments have purchased
 9 these same products. Defendants' products are falsely advertised and labeled as being NIJ
 10 Standard-0101.06 compliant, offering NIJ threat level IIIA protection, and being listed on the CPL,
 11 and they are offered for sale on various price lists and the Federal Supply Schedule as such.

12 172. State and local governments also purchase body armor directly through the General
 13 Services Administration Schedule via the Federal Supply Schedule program which lists these
 14 accessory panel products for purchase, or through a competitive bid process managed by the state,
 15 or a purchasing consortium like NASPO. On information and belief, many of the States' were
 16 reimbursed for these purchases by the Federal government.

17 **a. Federal Agencies Purchased Accessory Panels.**

18 173. Many Federal agencies have SWAT teams and purchase tactical gear, either
 19 through a competitive bid process or directly through the Federal Supply Schedule. Federal
 20 agencies with SWAT teams include the: Federal Bureau of Investigation ("FBI"); Office of the
 21 Secretary of Defense (including, but not limited to, the U.S. Pentagon Police); U.S. Customs and
 22 Border Protection; U.S. Department of Homeland Security (including, but not limited to, the
 23 Federal Air Marshal Service, the U.S. Immigration and Customs Enforcement, the U.S. Coast
 24 Guard, and the U.S. Secret Service); U.S. Department of the Interior (including, but not limited to,
 25 the Bureau of Indian Affairs, the Bureau of Land Management, and U.S. Fish and Wildlife
 26 Service); U.S. Department of Justice (including, but not limited to, the Federal Bureau of Prisons,

1 the U.S. Drug Enforcement Administration, and the U.S. Marshals Service); U.S. National Park
2 Service (including, but not limited to, the U.S. Park Police); U.S. Department of Agriculture; U.S.
3 Railroad Retirement Board; Tennessee Valley Authority; Office of Personnel Management; U.S.
4 Consumer Product Safety Commission; U.S. Department of Education; and U.S. Department of
5 Health and Human Services (including the Food and Drug Administration).

6 174. The General Services Administration (“GSA”) is an agency of the Federal
7 Government with responsibility for administering the Multiple Award Schedule (“MAS”)
8 contracting program (also known as the Federal Supply Schedule program, “FSS”). The FSS is a
9 government-wide contract program for selling commercial products, services, and solutions. As
10 set forth above, on GSA website, gsaadvantage.gov, Defendants provide product descriptions to
11 government buyers of these products that reference NIJ Standard 0101.06, threat level IIIA, or
12 reference certified NIJ CPL models, thereby representing to the purchasers that the products
13 manufactured by Defendants and sold and shipped by the Defendants, or their distributors and
14 third party sellers, satisfy NIJ Standard-0101.06.

15 175. Armor Express, KDH, and Point Blank have authorized FSS Price Lists for their
16 body armor contracts.

17 176. On information and belief, Defendants prepared and provided the product
18 descriptions on the GSA Advantage! website containing the false representations with references
19 to “NIJ Standard-0101.06,” “0101.06” “101.06” and/or “IIIA” and the CPL models when they sold
20 the products directly to government buyers. To the extent the products are sold by Defendants’
21 distributors or third party sellers, Defendants provide such descriptions to the distributors and third
22 party sellers and are therefore responsible for false representations that their distributors and third
23 party sellers make about the products offered for sale on the GSA Advantage! website.

24 177. On information and belief, Federal agencies and state and local governments use
25 the FSS to purchase accessory panels that were manufactured by Defendants and sold by their
26 distributors and/or third party sellers under Contract Nos. GS-07F-8799D, GS-07F-9029D

1 (Protective Products Enterprises or Point Blank); GS-07F-153T (Armor Express); GS-07F-0249T
2 (KDH) and others.

3 178. On information and belief, Federal agencies and state and local governments rely
4 on the product descriptions, labels and advertising provided by Defendants to make direct
5 purchases and also to make purchases through the GSA website and the level of ballistic protection
6 (IIIA), NIJ certification to NIJ Standard-0101.06, and references to the NIJ CPL models are
7 material to their purchases.

8 179. Prior to or after purchase, the sellers of these products submitted invoices to the
9 government agencies seeking payment for these products. The Federal, State and local government
10 agencies paid these invoices or subsidized these purchases.

11 180. By submitting invoices to the government agencies making these purchases, or by
12 selling these products through their distributors and third party sellers to government agencies on
13 the GSA Advantage! website, Defendants knowingly caused these invoices for false claims to be
14 presented to the government.

15 **b. Federal Reimbursement Program Funds Were Used to Reimburse
16 State and Local Governments for Their Accessory Panel Purchases.**

17 181. Most tactical gear is purchased for use by state and local law enforcement agencies.
18 The Federal government is often involved in such purchases of tactical gear under the Bulletproof
19 Vest Partnership (“BVP”) Program administered by NIJ that subsidizes fifty percent (50%) of the
20 purchase of ballistics armor by state and local governments. The Federal government is also
21 involved through other reimbursement programs including the Edward Byrne Memorial Justice
22 Assistance Grant program and Federal Emergency Management Agency (“FEMA”) grants, such
23 as the Urban Area Security Initiative Program. These and all other programs under which the
24 federal government reimburses State and local governments for body armor and accessory panel
25 purchases, as well as all programs under which the federal government provides any other type of
26

1 monetary support to allow State and local governments to purchase body armor and accessory
 2 panels, will hereinafter be referred to as “Federal Reimbursement Programs.”

3 182. Under the BVP Program, reimbursement for SWAT vests are allowed if they will
 4 be used as the officer’s primary vest, are necessary for the proper fitting and wearing of the vest,
 5 or directly impact the protection of the officer. On information and belief, state and local law
 6 enforcement agencies could make applications for reimbursement of purchases of tactical
 7 accessories by making an application for reimbursement of purchase of tactical vests listed on the
 8 CPL that also include the “complete set” with accessory panels. Through the BVP program, state
 9 and local governments are able to make purchases of tactical body armor listed on the CPL,
 10 including products manufactured by Defendants and then seek reimbursement for the cost of the
 11 purchase of the tactical body armor from the BVP program and other federal grant programs.

12 183. The Bulletproof Vest Partnership Grant Program Reauthorization Act of 2015,
 13 reauthorized in 2016, provided for \$25 million dollars for each of the fiscal years 2016 through
 14 2020. From 2012-2018, the BVP program provided grants to city and county governments in every
 15 state, totaling \$138,727,556.21.

16 184. As set forth above, Federal grant programs that provide reimbursement to state and
 17 local governments for purchases of tactical body armor include the Edward Byrne Memorial
 18 Justice Assistance Grant, and Department of Homeland Security and/or FEMA grants.
 19 Requirements for reimbursement of these products require that armor purchased with grant funds
 20 be on the NIJ CPL. These federal grant programs are used by State and local governments to
 21 purchase accessory panel products.

22 185. On information and belief, State and local governments rely on the product
 23 descriptions, labels and advertising provided by Defendants to make these purchases, and the level
 24 of ballistic protection (IIIA), NIJ certification to NIJ-Standard 0101.06, and reference to the NIJ
 25 CPL models are material to their purchases of these products.

1 186. Prior to or after purchase, the sellers of these products submitted invoices to the
 2 State and local government agencies seeking payment for these products. The State and local
 3 government agencies paid these invoices.

4 187. By submitting invoices to the government agencies making these purchases, who
 5 in turn submitted reimbursement requests to the Federal Reimbursement Programs, Defendants
 6 knowingly caused these invoices for false claims to be presented to the government.

7 188. On information and belief, many of the States participating in the NASPO
 8 Cooperative Purchasing Program that have purchased body armor, and many of the Federal
 9 Reimbursement Program recipients that have purchased body armor, also have purchased
 10 accessory panels to attach to their purchases of tactical vests and carriers.

11 **3. State and Local Agencies Purchased Defendants' Falsely Labeled Accessory
 12 Panels.**

13 189. On information and belief, many state and local agencies have purchased
 14 Defendants' falsely labeled accessory panels. The information below is illustrative only and is not
 15 intended to be a complete list of state and local government purchases.

16 **a. California**

17 190. California has purchased Defendants' falsely labeled accessory panels.

18 191. From 2012 to 2018, California was awarded \$11,950,681.48 from the BVP
 19 program described above.

20 192. In 2014, California spent \$8,134 on body armor through the NASPO body armor
 21 purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
 22 contractors. The City of Mountain View, California has signed a NASPO participating addendum
 23 contract with KDH.

24 193. Publicly available information confirms that California and various state agencies
 25 have purchased body armor from Armor Express, FirstSpear, Point Blank, and Safariland. On
 26 information and belief and because several of these contracts were specifically for SWAT units,
 these purchases included accessory panels.

b. Delaware

194. Delaware has purchased Defendants' falsely labeled accessory panels.

195. From 2012 to 2018, Delaware was awarded \$549,134.73 from the BVP program described above.

196. In 2014, Delaware spent \$570,852 on body armor through the NASPO body armor purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as contractors.

197. Delaware has entered into a contract for body armor with Armor Express, Point Blank, and Safariland.

198. Publicly available information confirms that in 2015 and 2016, various Delaware agencies purchased ballistic vests with accessory panels, including bicep, groin, neck, and yoke panels from Point Blank.

c. District of Columbia

199. The District of Columbia has purchased Defendants' falsely labeled accessory panels.

200. From 2012 to 2018, the District of Columbia was awarded \$139,390.99 from the BVP program described above.

201. The District of Columbia has signed a NASPO participating addendum contract with Point Blank.

202. Publicly available information confirms that District of Columbia has purchased body armor for Washington DC Metro SWAT from Point Blank. On information and belief, this purchase included the accessory panels that typically accompany body armor sets for SWAT units.

d. Florida

203. Florida has purchased Defendants' falsely labeled accessory panels.

204. From 2012 to 2018, Florida was awarded \$7,117,642.71 from the BVP program described above.

1 205. In 2014, Florida spent \$51,551 on body armor through the NASPO body armor
2 purchasing for which Armor Express, KDH, Point Blank, and Safariland act as contractors. Florida
3 has signed NASPO participating addenda contracts with Armor Express, KDH, Point Blank, and
4 Safariland.

5 206. Publicly available information confirms that various Florida agencies have
6 purchased body armor from Armor Express and Point Blank, which, on information and belief,
7 included accessory panels.

8 **e. Illinois**

9 207. Illinois has purchased Defendants' falsely labeled accessory panels.

10 208. From 2012 to 2018, Illinois was awarded \$6,216,627.86 from the BVP program
11 described above.

12 209. Publicly available information confirms that Illinois agencies have purchased body
13 armor and accessories from KDH and Point Blank.

14 **f. Iowa**

15 210. Iowa has purchased Defendants' falsely labeled accessory panels.

16 211. From 2012 to 2018, Iowa was awarded \$1,281,183.81 from the BVP program
17 described above.

18 212. In 2014, Iowa spent \$128,617 on body armor through the NASPO body armor
19 purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
20 contractors. The State of Iowa has signed NASPO participating addenda contracts with Armor
21 Express, Point Blank, and Safariland.

22 213. Publicly available information confirms that Iowa has purchased body armor with
23 accessory panels from Armor Express.

24 **g. Maryland**

25 214. Maryland has purchased Defendants' falsely labeled accessory panels.

1 215. From 2012 to 2018, Maryland was awarded \$1,437,225.31 from the BVP program
2 described above.

3 216. Publicly available information confirms that the Maryland State Police SWAT team
4 purchased body armor from Point Blank and another agency has purchased Safariland brand
5 SWAT body armor, which, on information and belief, includes accessory panels.

6 **h. Massachusetts**

7 217. Massachusetts has purchased Defendants' falsely labeled accessory panels.

8 218. From 2012 to 2018, Massachusetts was awarded \$5,984,823.54 from the BVP
9 program described above.

10 219. In 2014, Massachusetts spent \$15,950 on body armor through the NASPO body
11 armor purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
12 contractors.

13 220. Publicly available information confirms that various Massachusetts SWAT teams
14 have purchased body armor from Point Blank, which, on information and belief, includes the
15 purchase of accessory panels.

16 **i. Minnesota**

17 221. Minnesota has purchased Defendants' falsely labeled accessory panels.

18 222. From 2012 to 2018, Minnesota was awarded \$3,349,087.70 from the BVP program
19 described above.

20 223. In 2014, Minnesota spent \$889,469 on body armor through the NASPO body armor
21 purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
22 contractors. Minnesota has signed NASPO participating addenda contracts with Armor Express,
23 KDH, Point Blank, and Safariland.

24 224. Publicly available information confirms that the Minnesota Bureau of Criminal
25 Apprehension purchased body armor from Armor Express, which, on information and belief,
26 includes the purchase of accessory panels.

j. Montana

225. Montana has purchased Defendants' falsely labeled accessory panels.

226. From 2012 to 2018, Montana was awarded \$684,877.36 from the BVP program described above.

227. In 2014, Montana spent \$64,793 on body armor through the NASPO body armor purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as contractors. Montana has signed NASPO participating addenda contracts with Armor Express, KDH, Point Blank, and Safariland.

228. Publicly available information confirms that various Montana agencies have purchased body armor for tactical teams, which, on information and belief, includes the purchases of accessory panels.

k. New Jersey

229. New Jersey has purchased Defendants' falsely labeled accessory panels.

230. From 2012 to 2018, New Jersey was awarded \$7,828,866.23 from the BVP program described above.

231. Publicly available information confirms that various New Jersey agencies have purchased body armor for SWAT teams and body armor with accessories from Armor Express, KDH, and Point Blank.

1. New Mexico

232. New Mexico has purchased Defendants' falsely labeled accessory panels.

233. From 2012 to 2018, New Mexico was awarded \$951,248.87 from the BVP program described above.

234. In 2014, New Mexico spent \$7,284 on body armor through the NASPO body armor purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as contractors. New Mexico has signed NASPO participating addenda contracts with Armor Express, KDH, Point Blank, and Safariland.

1 235. Publicly available information confirms that New Mexico has purchased body
2 armor and accessory panels from Safariland.

3 **m. New York**

4 236. New York has purchased Defendants' falsely labeled accessory panels.

5 237. New York has entered into contracts with Armor Express, KDH, Point Blank, and
6 Safariland.

7 238. From 2012 to 2018, New York was awarded \$6,210,225.29 from the BVP program
8 described above.

9 239. In 2014, New York spent \$339,337 on body armor through the NASPO body armor
10 purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
11 contractors.

12 240. Publicly available information confirms that various New York SWAT teams have
13 purchased body armor from Point Blank, which, on information and belief, includes the purchase
14 of accessory panels.

15 241. In 2016, the New York City Police Department announced that it would spend \$7.5
16 million to buy 6,000 heavy ballistic vests and 20,000 ballistic helmets for its officers. The news
17 article does not specifically mention accessories, but on information and belief, the department
18 likely also purchased accessories to accompany these vests because the purchase was designed to
19 allow officers to handle particularly dangerous situations that are typically under the purview of
20 SWAT teams, such as mass shooters and terror attacks. On information and belief, this purchase
21 was made from at least one of the Defendants.

22 **n. Rhode Island**

23 242. Rhode Island has purchased Defendants' falsely labeled accessory panels.

24 243. Rhode Island has signed NASPO participating addenda contracts with Point Blank
25 and Safariland.

1 244. From 2012 to 2018, Rhode Island was awarded \$831,815.94 from the BVP program
2 described above.

3 245. Rhode Island law enforcement agencies typically receive about \$100,000 annually
4 in federal BVP funds to help local police departments and law enforcement agencies purchase
5 body armor vests. In the past several years, communities benefitting from the program include:
6 Bristol, Burrillville, Central Falls, Charlestown, Coventry, Cumberland, East Providence,
7 Gloucester, Jamestown, Johnston, Lincoln, Middletown, Newport, North Kingstown, North
8 Providence, Pawtucket, Providence, Richmond, South Kingstown, Smithfield, Tiverton, Warwick,
9 West Greenwich, and West Warwick. On information and belief, at least some of these purchases
10 were for accessory panels.

11 **o. Virginia**

12 246. Virginia has purchased Defendants' falsely labeled accessory panels.

13 247. From 2012 to 2018, Virginia was awarded \$3,291,929.18 from the BVP program
14 described above.

15 248. In 2017, the County of Stafford in Virginia was awarded \$29,377 from the federal
16 Edward Byrne Memorial Justice Assistance Grant program to purchase body armor for its SWAT
17 team. On information and belief and because SWAT body armor typically includes accessory
18 panels, this purchase included accessory panels.

19 249. Publicly available information confirms that Virginia has entered into a contract for
20 Point Blank's "Alpha-1 Complete Set" which includes "Collar, Throat, Premium Biceps, and
21 Groin Protection" for \$2,436.48 each.

22 **p. Washington**

23 250. Washington has purchased Defendants' falsely labeled accessory panels.

24 251. Washington has contracts for body armor with Armor Express, KDH, Point Blank,
25 and Safariland.

1 252. From 2012 to 2018, Washington was awarded \$2,731,320.46 from the BVP
2 program described above.

3 253. In 2014, Washington spent \$1,446,168 on body armor through the NASPO body
4 armor purchasing agreement for which Armor Express, KDH, Point Blank, and Safariland act as
5 contractors.

6 254. The Bellingham Police Department SWAT Team, located in the Western District
7 of Washington, purchased the Alpha Elite ballistic system from Point Blank. Because accessory
8 panels are typically used by and purchased for SWAT units, on information and belief, this
9 purchase included accessory panels.

10 255. In 2017, the city of Bellingham and Whatcom County, both located in the Western
11 District of Washington, agreed to spend \$35,941 on body armor to purchase specialized body
12 armor for their SWAT units. Because accessory panels are typically used by and purchased for
13 SWAT units, on information and belief, this purchase included accessory panels. These
14 Washington State entities applied for funding from the federal government to make this purchase
15 through the Edward Byrne Memorial Justice Assistance Grant (“Byrne JAG”) program. In the
16 Byrne JAG program narrative prepared by these Washington State entities, they reported that the
17 body armor was “NIJ certified and met the current .06 Level IIIA standards of protection.”

18 256. In 2019, King County, Washington entered into a contract to purchase plate carriers
19 and accessories from FirstSpear. The contract had an estimated value of \$100,000.

20 257. Federal records also confirm that Washington State entities have received federal
21 reimbursements for the purchase of body armor.

22 258. Each of the Defendants does business in the Western District of Washington and
23 Defendants intentionally avail themselves of the markets in this state through the promotion,
24 marketing, and sale of the body armor products at issue in this lawsuit.

25 259. Upon information and belief and in light of the foregoing, because Washington has
26 been awarded substantial sums from Federal Reimbursement Programs for the purchase of body

1 armor, and because Washington made purchases pursuant to the NASPO agreement in 2014 for
 2 which Armor Express, KDH, Point Blank, and Safariland are contractors, FirstSpear collaborates
 3 with Point Blank and Safariland, and King County has purchased accessories from FirstSpear,
 4 Washington has purchased accessory panels from all Defendants.

5 **VI. CAUSES OF ACTION**

6 **COUNT ONE — VIOLATIONS OF THE FALSE CLAIMS ACT**

7 **31 U.S.C. § 3729(a)(1)(A)**
 (As to All Defendants)

8 260. Relator re-alleges and incorporates by reference the prior paragraphs as though
 9 fully set forth herein.

10 261. Relator brings these claims against Defendants on behalf of the United States for
 11 treble damages and penalties under the FCA, 31 U.S.C. § 3729(a)(1)(A), for knowingly presenting
 12 or causing to be presented false or fraudulent claims for payment or approval.

13 262. Specifically, Defendants presented or caused to be presented claims for payment or
 14 approval to the United States for purchases made under the GSA Federal Supply Schedule for
 15 body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately
 16 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 17 0101.06 and providing NIJ threat level IIIA protection.

18 263. Additionally, on information and belief, Defendants presented or caused to be
 19 presented claims for payment or approval to the United States for purchases made pursuant to
 20 Federal Reimbursement Programs for body armor accessory panels which Defendants knew,
 21 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
 22 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

23 264. Moreover, on information and belief, Defendants presented or caused to be
 24 presented additional false or fraudulent claims to the United States for direct purchases from
 25 Defendants, outside of the GSA website or contract, for body armor accessory panels which
 26 Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently

COMPLAINT & JURY DEMAND
 FILED UNDER SEAL - 72

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1 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
2 IIIA protection.

3 265. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
4 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
5 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
6 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
7 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
8 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
9 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
10 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
11 these products could not pass testing according to NIJ Standard-0101.06.

12 266. All of these claims were knowingly false or fraudulent claims under the FCA.

13 267. As a direct and proximate result of the Defendants’ violations of the FCA, 31
14 U.S.C. § 3729(a)(1)(A), the United States has sustained damages in an amount to be determined
15 at trial and is entitled to damages plus a civil penalty for each violation.

16 268. Relator respectfully requests the Court enter judgment against the Defendants as
17 follows: (1) awarding the United States damages in an amount required by law; (2) imposing civil
18 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
19 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
20 amount allowed to them pursuant to the FCA; and (5) entering any such other order and further
21 relief as this Court deems proper.

22 **COUNT TWO — VIOLATIONS OF THE FALSE CLAIMS ACT**
23 **31 U.S.C. § 3729(a)(1)(B)**
(As to All Defendants)

24 269. Relator re-alleges and incorporates by reference the prior paragraphs as though
25 fully set forth herein.
26

1 270. Relator brings these claims against Defendants on behalf of the United States for
 2 treble damages and penalties under the FCA, 31 U.S.C. § 3729(a)(1)(B), for knowingly making,
 3 using, or causing to be made or used false records and/or statements material to false or fraudulent
 4 claims.

5 271. Specifically, on information and belief, Defendants made, used, or caused to be
 6 made or used false records and/or statements material to false or fraudulent claims to the United
 7 States for purchases made under the GSA Federal Supply Schedule for body armor accessory
 8 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 9 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 10 threat level IIIA protection.

11 272. Additionally, on information and belief, Defendants made, used, or caused to be
 12 made or used false records and/or statements material to false or fraudulent claims to the United
 13 States for purchases made under Federal Reimbursement Programs for body armor accessory
 14 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 15 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 16 threat level IIIA protection.

17 273. Moreover, on information and belief, Defendants made, used, or caused to be made
 18 or used false records and/or statements material to false or fraudulent claims to the United States
 19 for purchases outside of the GSA contract for body armor accessory panels which Defendants
 20 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
 21 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

22 274. Defendants' false records and/or statements included, but were not limited to: (1)
 23 falsely claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does
 24 not certify accessory panels; (2) falsely claiming that the accessory panels were listed on the
 25 Compliant Product List ("CPL"); (3) falsely claiming CPL models from other products applied to
 26 their accessory panels in marketing and labeling; (4) falsely reporting or stating that Defendants

1 were compliant with NIJ standards when in fact their labeling and marketing violated NIJ labeling
2 requirements agreed to by Defendants when they entered their Compliance Testing Program
3 ("CTP") agreements; and (5) falsely claiming that the accessory panels offered NIJ threat level
4 IIIA protection when in fact these products could not pass testing according to NIJ Standard-
5 0101.06.

6 275. All of these records and/or statements were knowingly false under the FCA.

7 276. On information and belief, these false records and/or statements led the United
8 States to believe that the Defendants' accessory panels were certified to NIJ Standard-0101.06 and
9 would meet minimum standards set forth in the NIJ Standard-0101.06 in testing. The United States
10 typically requires the body armor products it purchases to be certified to NIJ Standard-0101.06
11 and meet minimum standards set forth in the NIJ Standard-0101.06 in testing. On information and
12 belief, the United States would not have purchased body armor accessory panels that were not
13 certified to NIJ Standard-0101.06 or that would not meet minimum standards set forth in the NIJ
14 Standard-0101.06 in testing or, alternatively, would not have paid the price charged by Defendants
15 for such products. Defendants' false records and/or statements were therefore material to their
16 false claims.

17 277. As a direct and proximate result of the Defendants' violations of the FCA, 31
18 U.S.C. § 3729(a)(1)(B), the United States has sustained damages in an amount to be determined
19 at trial and is entitled to damages plus a civil penalty for each violation.

20 278. Relator respectfully requests the Court enter judgment against the Defendants as
21 follows: (1) awarding the United States damages in an amount required by law; (2) imposing civil
22 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
23 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
24 amount allowed to them pursuant to the FCA; and (5) entering any such other order and further
25 relief as this Court deems proper.

**COUNT THREE — VIOLATIONS OF THE CALIFORNIA
FALSE CLAIMS ACT
CAL. GOV'T CODE § 12651(a)(1)**
(As to Defendants Point Blank, Armor Express, KDH, and Safariland)

279. Relator re-alleges and incorporates by reference the prior paragraphs as though fully set forth herein.

280. Relator brings these claims against Defendants on behalf of California for treble damages and penalties under the CFCA, Cal. Gov't Code § 12651(a)(1), for knowingly presenting or causing to be presented false or fraudulent claims for payment or approval.

281. Specifically, on information and belief, Defendants presented or caused to be presented claims for payment or approval to California for purchases made under the GSA Federal Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

282. Additionally, on information and belief, Defendants presented or caused to be presented claims for payment or approval to California for purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

283. Moreover, on information and belief, Defendants presented or caused to be presented claims for payment or approval to California for other purchases of body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

284. Defendants falsely labeled and marketed their accessory panels by: (1) falsely claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant

1 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
2 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
3 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
4 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
5 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
6 these products could not pass testing according to NIJ Standard-0101.06.

7 285. All of these claims were knowingly false or fraudulent claims under the CFCA.

8 286. As a direct and proximate result of the Defendants’ violations of the CFCA, Cal.
9 Gov’t Code § 12651(a)(1), California has sustained damages in an amount to be determined at trial
10 and is entitled to damages plus a civil penalty for each violation.

11 287. Relator respectfully requests the Court enter judgment against the Defendants as
12 follows: (1) awarding California damages in an amount required by law; (2) imposing civil
13 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
14 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
15 amount allowed to them pursuant to the CFCA; and (5) entering any such other order and further
16 relief as this Court deems proper.

17 **COUNT FOUR — VIOLATIONS OF THE CALIFORNIA
18 FALSE CLAIMS ACT
19 CAL. GOV’T CODE § 12651(a)(2)**

20 **(As to Defendants Point Blank, Armor Express, KDH, and Safariland)**

21 288. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

22 289. Relator brings these claims against Defendants on behalf of California for treble
23 damages and penalties under the CFCA, Cal. Gov’t Code § 12651(a)(2), for knowingly making,
24 using, or causing to be made or used false records and/or statements material to false or fraudulent
25 claims.

1 290. Specifically, on information and belief, Defendants made or caused to be made
 2 false records and/or statements material to false or fraudulent claims to California for purchases
 3 made under the GSA Federal Supply Schedule for body armor accessory panels which Defendants
 4 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
 5 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

6 291. Additionally, on information and belief, Defendants made or caused to be made
 7 false records and/or statements material to false or fraudulent claims to California for purchases
 8 made under the NASPO ValuePoint Cooperative Purchasing Program for body armor accessory
 9 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 10 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 11 threat level IIIA protection.

12 292. Moreover, on information and belief, Defendants made or caused to be made false
 13 records and/or statements material to false or fraudulent claims to California for other purchases
 14 of body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately
 15 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 16 0101.06 and providing NIJ threat level IIIA protection.

17 293. Defendants' false records and/or statements included labeling and marketing
 18 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 19 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 20 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 21 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
 22 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 23 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
 24 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 25 when in fact these products could not pass testing according to NIJ Standard-0101.06.

26 294. All of these records and/or statements were knowingly false under the CFCA.

1 295. These false records and/or statements led California to believe that the Defendants' accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set forth in the NIJ Standard-0101.06 in testing. California typically requires the body armor products it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the NIJ Standard-0101.06 in testing. On information and belief, California would not have purchased body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would not have paid the price charged by Defendants for such products. Defendants' false records and/or statements were therefore material to their false claims.

10 296. As a direct and proximate result of the Defendants' violations of the CFCA, Cal. Gov't Code § 12651(a)(2), California has sustained damages in an amount to be determined at trial and is entitled to damages plus a civil penalty for each violation.

13 297. Relator respectfully requests the Court enter judgment against the Defendants as follows: (1) awarding California damages in an amount required by law; (2) imposing civil penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount allowed to them pursuant to the CFCA; and (5) entering any such other order and further relief as this Court deems proper.

19 **COUNT FIVE — VIOLATIONS OF THE CALIFORNIA
20 FALSE CLAIMS ACT
21 CAL. GOV'T CODE § 12651(a)(8)**

22 **(As to Defendants Point Blank, Armor Express, KDH, and Safariland)**

22 298. Relator re-alleges and incorporates by reference the prior paragraphs as though fully set forth herein.

24 299. Alternatively, Relator brings these claims against Defendants on behalf of California for treble damages and penalties under the CFCA, Cal. Gov't Code § 12651(a)(8), for being the beneficiaries of inadvertent submissions of false claims who subsequently discovered

1 the falsity of the claims and failed to disclose the false claim to the state or political subdivision
 2 within a reasonable time after discovery of the false claim.

3 300. Specifically, on information and belief, Defendants were the beneficiaries of false
 4 claims to California under the GSA Federal Supply Schedule for body armor accessory panels
 5 which were falsely or fraudulently labeled as being certified to NIJ Standard-0101.06 and
 6 providing NIJ threat level IIIA protection.

7 301. Additionally, on information and belief, Defendants were the beneficiaries of false
 8 claims to California under the NASPO ValuePoint Cooperative Purchasing Program for body
 9 armor accessory panels which were falsely or fraudulently labeled as being certified to NIJ
 10 Standard-0101.06 and providing NIJ threat level IIIA protection.

11 302. Moreover, on information and belief, Defendants were the beneficiaries of false
 12 claims to California for other purchases of body armor accessory panels which were falsely or
 13 fraudulently labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA
 14 protection.

15 303. These claims were false in that the accessory panels were falsely labeled and
 16 marketed by: (1) falsely claiming that the accessory panels were certified by NIJ when in fact NIJ
 17 did not and does not certify accessory panels; (2) falsely claiming that the accessory panels were
 18 listed on the Compliant Product List (“CPL”); (3) falsely claiming CPL models from other
 19 products applied to their accessory panels in marketing and labeling; (4) falsely claiming to be
 20 compliant with NIJ standards when in fact their labeling and marketing violated NIJ labeling
 21 requirements agreed to by Defendants when they entered their Compliance Testing Program
 22 (“CTP”) agreements; and (5) falsely claiming that the accessory panels offered NIJ threat level
 23 IIIA protection when in fact these products could not pass testing according to NIJ Standard-
 24 0101.06.

25 304. On information and belief, Defendants subsequently discovered the prior false
 26 labeling and marketing of their accessory panels. For example, in or around 2016 Point Blank

1 made changes to its accessory panel labels, and, in or around November 2018 NIJ issued an
2 Administrative Clarification stating that accessory panels were not authorized to display the NIJ
3 mark.

4 305. On information and belief, Defendants did not disclose the prior false claims to
5 California or any of its political subdivisions within a reasonable amount of time after their
6 discovery of the false claims and still have not disclosed the prior false claims.

7 306. As a direct and proximate result of the Defendants' violations of the CFCA, Cal.
8 Gov't Code § 12651(a)(8), California has sustained damages in an amount to be determined at trial
9 and is entitled to damages plus a civil penalty for each violation.

10 307. Relator respectfully requests the Court enter judgment against the Defendants as
11 follows: (1) awarding California damages in an amount required by law; (2) imposing civil
12 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
13 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
14 amount allowed to them pursuant to the CFCA; and (5) entering any such other order and further
15 relief as this Court deems proper.

16 **COUNT SIX — VIOLATIONS OF THE DELAWARE**
17 **FALSE CLAIMS AND REPORTING ACT**
18 **DEL. CODE ANN. tit. 6, § 1201(a)(1)**
(As to Defendant Point Blank)

19 308. Relator re-alleges and incorporates by reference the prior paragraphs as though
20 fully set forth herein.

21 309. Relator brings these claims against Defendant on behalf of Delaware for treble
22 damages and penalties under the DFCRA, Del. Code Ann. tit. 6, § 1201(a)(1), for knowingly
23 presenting or causing to be presented false or fraudulent claims for payment or approval.

24 310. Specifically, on information and belief, Defendant presented or caused to be
25 presented claims for payment or approval to Delaware under the GSA Federal Supply Schedule
26 for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately

1 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
2 0101.06 and providing NIJ threat level IIIA protection.

3 311. Additionally, on information and belief, Defendant presented or caused to be
4 presented claims for payment or approval to Delaware under the NASPO ValuePoint Cooperative
5 Purchasing Program for body armor accessory panels which Defendant knew, recklessly
6 disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being
7 certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

8 312. Moreover, on information and belief, Defendant presented or caused to be
9 presented claims for payment or approval to Delaware for other purchases of body armor accessory
10 panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or
11 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
12 threat level IIIA protection.

13 313. Defendant falsely labeled and marketed their accessory panels by: (1) falsely
14 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
15 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
16 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
17 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
18 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
19 Defendant when they entered their Compliance Testing Program (“CTP”) agreements; and
20 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
21 these products could not pass testing according to NIJ Standard-0101.06.

22 314. All of these claims were knowingly false or fraudulent claims under the DFCRA.

23 315. As a direct and proximate result of the Defendant’s violations of the DFCRA, Del.
24 Code Ann. tit. 6, § 1201(a)(1), Delaware has sustained damages in an amount to be determined at
25 trial and is entitled to damages plus a civil penalty for each violation.

1 316. Relator respectfully requests the Court enter judgment against the Defendant as
2 follows: (1) awarding Delaware damages in an amount required by law; (2) imposing civil
3 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
4 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
5 amount allowed to them pursuant to the DFCRA; and (5) entering any such other order and further
6 relief as this Court deems proper.

**COUNT SEVEN — VIOLATIONS OF THE DELAWARE
FALSE CLAIMS AND REPORTING ACT
DEL. CODE ANN. tit. 6, § 1201(a)(2)
(As to Defendant Point Blank)**

10 317. Relator re-alleges and incorporates by reference the prior paragraphs as though
11 fully set forth herein.

12 318. Relator brings these claims against Defendant on behalf of Delaware for treble
13 damages and penalties under the DFCRA, Del. Code Ann. tit. 6, § 1201(a)(2), for knowingly
14 making, using, or causing to be made or used false records and/or statements material to false or
15 fraudulent claims.

16 319. Specifically, on information and belief, Defendant made, used, or caused to be
17 made or used false records and/or statements material to false or fraudulent claims to Delaware for
18 purchases made under the GSA Federal Supply Schedule for body armor accessory panels which
19 Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently
20 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
21 IIIA protection.

22 320. Additionally, on information and belief, Defendant made, used, or caused to be
23 made or used false records and/or statements material to false or fraudulent claims to Delaware for
24 purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor
25 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were

1 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
2 providing NIJ threat level IIIA protection.

3 321. Moreover, on information and belief, Defendant made or caused to be made false
4 records and/or statements material to false or fraudulent claims to Delaware for other purchases of
5 body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately
6 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
7 0101.06 and providing NIJ threat level IIIA protection.

8 322. Defendant's false records and/or statements included labeling and marketing
9 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
10 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
11 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
12 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant
13 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
14 agreed to by Defendant when they entered their Compliance Testing Program ("CTP")
15 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
16 when in fact these products could not pass testing according to NIJ Standard-0101.06.

17 323. All of these records and/or statements were knowingly false under the DFCRA.

18 324. These false records and/or statements led Delaware to believe that the Defendant's
19 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
20 forth in the NIJ Standard-0101.06 in testing. Delaware typically requires the body armor products
21 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
22 NIJ Standard-0101.06 in testing. On information and belief, Delaware would not have purchased
23 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
24 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
25 not have paid the price charged by Defendant for such products. Defendant's false records and/or
26 statements were therefore material to their false claims.

1 325. As a direct and proximate result of the Defendant's violations of the DFCRA, Del.
2 Code Ann. tit. 6, § 1201(a)(2), Delaware has sustained damages in an amount to be determined at
3 trial and is entitled to damages plus a civil penalty for each violation.

4 326. Relator respectfully requests the Court enter judgment against the Defendant as
5 follows: (1) awarding Delaware damages in an amount required by law; (2) imposing civil
6 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
7 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
8 amount allowed to them pursuant to the DFCRA; and (5) entering any such other order and further
9 relief as this Court deems proper.

10 **COUNT EIGHT — VIOLATIONS OF THE DISTRICT OF COLUMBIA**
11 **FALSE CLAIMS ACT**
12 **D.C. Code § 2-381.02(a)(1)**
13 **(As to Defendant Point Blank)**

14 327. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

15 328. Relator brings these claims against Defendant on behalf of the District of Columbia
16 for treble damages and penalties under the DCFCA, D.C. Code § 2-381.02(a)(1), for knowingly
17 presenting or causing to be presented false or fraudulent claims for payment or approval.

18 329. Specifically, on information and belief, Defendant presented or caused to be
19 presented claims for payment or approval to the District of Columbia for purchases made under
20 the GSA Federal Supply Schedule for body armor accessory panels which Defendant knew,
21 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
22 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

23 330. Additionally, on information and belief, Defendant presented or caused to be
24 presented claims for payment or approval to the District of Columbia for body armor accessory
25 panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or

1 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
2 threat level IIIA protection.

3 331. Defendant falsely labeled and marketed its accessory panels by: (1) falsely claiming
4 that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify
5 accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
6 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
7 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
8 when in fact its labeling and marketing violated NIJ labeling requirements agreed to by Defendant
9 when it entered their Compliance Testing Program (“CTP”) agreements; and (5) falsely claiming
10 that the accessory panels offered NIJ threat level IIIA protection when in fact these products could
11 not pass testing according to NIJ Standard-0101.06.

12 332. All of these claims were knowingly false or fraudulent claims under the DCFCA.

13 333. As a direct and proximate result of the Defendant’s violations of the DCFCA, D.C.
14 Code § 2-381.02(a)(1), the District of Columbia has sustained damages in an amount to be
15 determined at trial and is entitled to damages plus a civil penalty for each violation.

16 334. Relator respectfully requests the Court enter judgment against the Defendant as
17 follows: (1) awarding the District of Columbia damages in an amount required by law; (2)
18 imposing civil penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses
19 that Relator necessarily incurred in bringing and pressing this case forward; (4) awarding Relator
20 the maximum amount allowed to them pursuant to the DCFCA; and (5) entering any such other
21 order and further relief as this Court deems proper.

22 **COUNT NINE — VIOLATIONS OF THE DISTRICT OF COLUMBIA**
23 **FALSE CLAIMS ACT**
24 **D.C. CODE § 2-381.02(a)(2)**
25 **(As to Defendant Point Blank)**

26 335. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

1 336. Relator brings these claims against Defendant on behalf of the District of Columbia
 2 for treble damages and penalties under the DCFCA, D.C. Code § 2-381-02(a)(2), for knowingly
 3 making, using, or causing to be made or used false records and/or statements material to false or
 4 fraudulent claims.

5 337. Specifically, on information and belief, Defendant presented or caused to be
 6 presented claims for payment or approval to the District of Columbia for purchases made under
 7 the GSA Federal Supply Schedule for body armor accessory panels which Defendant knew,
 8 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
 9 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

10 338. Additionally, on information and belief, Defendant presented or caused to be
 11 presented claims for payment or approval to the District of Columbia for body armor accessory
 12 panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or
 13 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 14 threat level IIIA protection.

15 339. Defendant's false records and/or statements included labeling and marketing
 16 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 17 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 18 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to its
 19 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant
 20 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 21 agreed to by Defendant when they entered their Compliance Testing Program ("CTP")
 22 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 23 when in fact these products could not pass testing according to NIJ Standard-0101.06.

24 340. All of these records and/or statements were knowingly false under the DCFCA.

25 341. These false records and/or statements led the District of Columbia to believe that
 26 the Defendant's accessory panels were certified to NIJ Standard-0101.06 and would meet

1 minimum standards set forth in the NIJ Standard-0101.06 in testing. The District of Columbia
2 typically requires the body armor products it purchases to be certified to NIJ Standard-0101.06
3 and meet minimum standards set forth in the NIJ Standard-0101.06 in testing. On information and
4 belief, the District of Columbia would not have purchased body armor accessory panels that were
5 not certified to NIJ Standard-0101.06 or that would not meet minimum standards set forth in the
6 NIJ Standard-0101.06 in testing or, alternatively, would not have paid the price charged by
7 Defendant for such products. Defendant's false records and/or statements were therefore material
8 to their false claims.

9 342. As a direct and proximate result of the Defendant's violations of the DCFCA, D.C.
10 Code § 2-381-02(a)(2), the District of Columbia has sustained damages in an amount to be
11 determined at trial and is entitled to damages plus a civil penalty for each violation.

12 343. Relator respectfully requests the Court enter judgment against the Defendant as
13 follows: (1) awarding the District of Columbia damages in an amount required by law; (2)
14 imposing civil penalties as are required by law; (3) awarding attorneys' fees, costs, and
15 expenses that Relator necessarily incurred in bringing and pressing this case forward; (4) awarding
16 Relator the maximum amount allowed to them pursuant to the DCFCA; and (5) entering any such
17 other order and further relief as this Court deems proper.

18 **COUNT TEN — VIOLATIONS OF THE DISTRICT OF COLUMBIA**
19 **FALSE CLAIMS ACT**
20 **D.C. CODE § 2-381.02(a)(8)**
21 **(As to Defendant Point Blank)**

22 344. Relator re-alleges and incorporates by reference the prior paragraphs as though
23 fully set forth herein.

24 345. Alternatively, Relator brings these claims against Defendant on behalf of the
25 District of Columbia for treble damages and penalties under the DCFCA, D.C. Code § 2-381-
26 021201(a)(8), for being a beneficiary of inadvertent submissions of false claims who subsequently

1 discovered the falsity of the claims and failed to disclose the false claim to the state or political
 2 subdivision within a reasonable time after discovery of the false claim.

3 346. Specifically, on information and belief, Defendant was the beneficiary of false
 4 claims to District of Columbia for purchases made under the GSA Federal Supply Schedule for
 5 body armor accessory panels which were falsely or fraudulently labeled as being certified to NIJ
 6 Standard-0101.06 and providing NIJ threat level IIIA protection.

7 347. Additionally, on information and belief, Defendant was the beneficiary of false
 8 claims to the District of Columbia for other purchases of body armor accessory panels which were
 9 falsely or fraudulently labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat
 10 level IIIA protection.

11 348. These claims were false in that the accessory panels were falsely labeled and
 12 marketed by: (1) falsely claiming that the accessory panels were certified by NIJ when in fact NIJ
 13 did not and does not certify accessory panels; (2) falsely claiming that the accessory panels were
 14 listed on the Compliant Product List (“CPL”); (3) falsely claiming CPL models from other
 15 products applied to the accessory panels in marketing and labeling; (4) falsely claiming to be
 16 compliant with NIJ standards when in fact the labeling and marketing violated NIJ labeling
 17 requirements agreed to by Defendant when they entered their Compliance Testing Program
 18 (“CTP”) agreements; and (5) falsely claiming that the accessory panels offered NIJ threat level
 19 IIIA protection when in fact these products could not pass testing according to NIJ Standard-
 20 0101.06.

21 349. On information and belief, Defendant subsequently discovered the prior false
 22 labeling and marketing of its accessory panels. For example, in or around 2016 Point Blank made
 23 changes to its accessory panel labels, and, in or around November 2018 NIJ issued an
 24 Administrative Clarification stating that accessory panels were not authorized to display the NIJ
 25 mark.

1 350. On information and belief, Defendant did not disclose the prior false claims to the
2 District of Columbia within a reasonable amount of time after their discovery of the false claims
3 and still has not disclosed the prior false claims.

4 351. As a direct and proximate result of the Defendant's violations of the DCFCA, D.C.
5 Code § 2-381-02(a)(8), the District of Columbia has sustained damages in an amount to be
6 determined at trial and is entitled to damages plus a civil penalty for each violation.

7 352. Relator respectfully requests the Court enter judgment against the Defendant as
8 follows: (1) awarding the District of Columbia damages in an amount required by law; (2)
9 imposing civil penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses
10 that Relator necessarily incurred in bringing and pressing this case forward; (4) awarding Relator
11 the maximum amount allowed to them pursuant to the DCFCA; and (5) entering any such other
12 order and further relief as this Court deems proper.

13 **COUNT ELEVEN — VIOLATIONS OF THE FLORIDA
14 FALSE CLAIMS ACT
15 FLA. STAT. § 68.082(2)(a)**
16 **(As to Defendants Point Blank and Armor Express)**

17 353. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

18 354. Relator brings these claims against Defendants on behalf of Florida for treble
19 damages and penalties under the FFCA, Fla. Stat. § 68.082(2)(a), for knowingly presenting or
20 causing to be presented false or fraudulent claims for payment or approval.

21 355. Specifically, on information and belief, Defendants presented or caused to be
22 presented claims for payment or approval to Florida for purchases made under the GSA Federal
23 Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded,
24 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
25 Standard-0101.06 and providing NIJ threat level IIIA protection.

1 356. Additionally, on information and belief, Defendants presented or caused to be
 2 presented claims for payment or approval to Florida for purchases made under the NASPO
 3 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendants
 4 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
 5 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

6 357. Moreover, on information and belief, Defendants presented or caused to be
 7 presented claims for payment or approval to Florida for other purchases of body armor accessory
 8 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 9 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 10 threat level IIIA protection.

11 358. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
 12 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
 13 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 14 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
 15 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
 16 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
 17 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
 18 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
 19 these products could not pass testing according to NIJ Standard-0101.06.

20 359. All of these claims were knowingly false or fraudulent claims under the FFCA.

21 360. As a direct and proximate result of the Defendants’ violations of the FFCA, Fla.
 22 Stat. § 68.082(2)(a), Florida has sustained damages in an amount to be determined at trial and is
 23 entitled to damages plus a civil penalty for each violation.

24 361. Relator respectfully requests the Court enter judgment against the Defendants as
 25 follows: (1) awarding Florida damages in an amount required by law; (2) imposing civil penalties
 26 as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator necessarily

1 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
 2 allowed to them pursuant to the FFCA; and (5) entering any such other order and further relief as
 3 this Court deems proper.

4 **COUNT TWELVE — VIOLATIONS OF THE FLORIDA
 5 FALSE CLAIMS ACT
 6 FLA. STAT. § 68.082(2)(b)**
 7 **(As to Defendants Point Blank and Armor Express)**

8 362. Relator re-alleges and incorporates by reference the prior paragraphs as though
 9 fully set forth herein.

10 363. Relator brings these claims against Defendants on behalf of Florida for treble
 11 damages and penalties under the FFCA, Fla. Stat. § 68.082(2)(b), for knowingly making, using, or
 12 causing to be made or used false records and/or statements material to false or fraudulent claims.

13 364. Specifically, on information and belief, Defendants made, used, or caused to be
 14 made or used false records and/or statements material to false or fraudulent claims to Florida for
 15 purchases made under the GSA Federal Supply Schedule for body armor accessory panels which
 16 Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently
 17 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
 IIIA protection.

18 365. Additionally, on information and belief, Defendants made, used, or caused to be
 19 made or used false records and/or statements material to false or fraudulent claims to Florida for
 20 purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor
 21 accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were
 22 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 23 providing NIJ threat level IIIA protection.

24 366. Moreover, on information and belief, Defendants made or caused to be made false
 25 records and/or statements material to false or fraudulent claims to Florida for other purchases of
 26 body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately

1 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
2 0101.06 and providing NIJ threat level IIIA protection.

3 367. Defendants' false records and/or statements included labeling and marketing
4 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
5 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
6 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
7 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
8 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
9 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
10 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
11 when in fact these products could not pass testing according to NIJ Standard-0101.06.

12 368. All of these records and/or statements were knowingly false under the FFCA.

13 369. These false records and/or statements led Florida to believe that the Defendants'
14 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
15 forth in the NIJ Standard-0101.06 in testing. Florida typically requires the body armor products it
16 purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
17 NIJ Standard-0101.06 in testing. On information and belief, Florida would not have purchased
18 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
19 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
20 not have paid the price charged by Defendants for such products. Defendants' false records and/or
21 statements were therefore material to their false claims.

22 370. As a direct and proximate result of the Defendants' violations of the FFCA, Fla.
23 Stat. § 68.082(2)(b), Florida has sustained damages in an amount to be determined at trial and is
24 entitled to damages plus a civil penalty for each violation.

25 371. Relator respectfully requests the Court enter judgment against the Defendants as
26 follows: (1) awarding Florida damages in an amount required by law; (2) imposing civil penalties

1 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
 2 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
 3 allowed to them pursuant to the FFCAct; and (5) entering any such other order and further relief as
 4 this Court deems proper.

5 **COUNT THIRTEEN — VIOLATIONS OF THE ILLINOIS**
 6 **FALSE CLAIMS ACT**
 7 **740 ILL. COMP. STAT. 175/3(a)(1)(A)**
 8 **(As to Defendants Point Blank and KDH)**

9 372. Relator re-alleges and incorporates by reference the prior paragraphs as though
 10 fully set forth herein.

11 373. Relator brings these claims against Defendants on behalf of Illinois for treble
 12 damages and penalties under the Illinois FCA, 740 Ill. Comp. Stat. 175/3(a)(1)(A), for knowingly
 13 presenting or causing to be presented false or fraudulent claims for payment or approval.

14 374. Specifically, on information and belief, Defendants presented or caused to be
 15 presented claims for payment or approval to Illinois for purchases made under the GSA Federal
 16 Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded,
 17 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
 Standard-0101.06 and providing NIJ threat level IIIA protection.

18 375. Additionally, on information and belief, Defendants presented or caused to be
 19 presented claims for payment or approval to Illinois for other purchases of body armor accessory
 20 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 21 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 22 threat level IIIA protection.

23 376. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
 24 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
 25 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 26 Product List ("CPL"); (3) falsely claiming CPL models from other products applied to their

1 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
2 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
3 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
4 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
5 these products could not pass testing according to NIJ Standard-0101.06.

6 377. All of these claims were knowingly false or fraudulent claims under the Illinois
7 FCA.

8 378. As a direct and proximate result of the Defendants' violations of the Illinois FCA,
9 740 Ill. Comp. Stat. 175/3(a)(1)(A), Illinois has sustained damages in an amount to be determined
10 at trial and is entitled to damages plus a civil penalty for each violation.

11 379. Relator respectfully requests the Court enter judgment against the Defendants as
12 follows: (1) awarding Illinois damages in an amount required by law; (2) imposing civil penalties
13 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
14 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
15 allowed to them pursuant to the Illinois FCA; and (5) entering any such other order and further
16 relief as this Court deems proper.

17 **COUNT FOURTEEN — VIOLATIONS OF THE ILLINOIS**
18 **FALSE CLAIMS ACT**
19 **740 ILL. COMP. STAT. 175/3(a)(1)(B)**
(As to Defendants Point Blank and KDH)

20 380. Relator re-alleges and incorporates by reference the prior paragraphs as though
21 fully set forth herein.

22 381. Relator brings these claims against Defendants on behalf of Illinois for treble
23 damages and penalties under the Illinois FCA, 740 Ill. Comp. Stat. 175/3(a)(1)(B), for knowingly
24 making, using, or causing to be made or used false records and/or statements material to false or
25 fraudulent claims.

1 382. Specifically, on information and belief, Defendants made, used, or caused to be
 2 made or used false records and/or statements material to false or fraudulent claims to Illinois for
 3 purchases made through the General Services Administration Federal Supply Schedule for body
 4 armor accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored
 5 were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 6 providing NIJ threat level IIIA protection.

7 383. Additionally, on information and belief, Defendants made or caused to be made
 8 false records and/or statements material to false or fraudulent claims to Illinois for other purchases
 9 of body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately
 10 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 11 0101.06 and providing NIJ threat level IIIA protection.

12 384. Defendants' false records and/or statements included labeling and marketing
 13 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 14 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 15 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 16 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
 17 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 18 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
 19 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 20 when in fact these products could not pass testing according to NIJ Standard-0101.06.

21 385. All of these records and/or statements were knowingly false under the FFCA.

22 386. These false records and/or statements led Illinois to believe that the Defendants'
 23 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
 24 forth in the NIJ Standard-0101.06 in testing. Illinois typically requires the body armor products it
 25 purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
 26 NIJ Standard-0101.06 in testing. On information and belief, Illinois would not have purchased

1 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
2 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
3 not have paid the price charged by Defendants for such products. Defendants' false records and/or
4 statements were therefore material to their false claims.

5 387. As a direct and proximate result of the Defendants' violations of the Illinois FCA,
6 740 Ill. Comp. Stat. 175/3(a)(1)(B), Illinois has sustained damages in an amount to be determined
7 at trial and is entitled to damages plus a civil penalty for each violation.

8 388. Relator respectfully requests the Court enter judgment against the Defendants as
9 follows: (1) awarding Illinois damages in an amount required by law; (2) imposing civil penalties
10 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
11 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
12 allowed to them pursuant to the Illinois FCA; and (5) entering any such other order and further
13 relief as this Court deems proper.

14 **COUNT FIFTEEN — VIOLATIONS OF THE IOWA
15 FALSE CLAIMS ACT
16 IOWA CODE § 685.2(1)(a)
(As to Defendant Armor Express)**

17 389. Relator re-alleges and incorporates by reference the prior paragraphs as though
18 fully set forth herein.

19 390. Relator brings these claims against Defendant on behalf of Iowa for treble damages
20 and penalties under the Iowa FCA, Iowa Code § 685.2(1)(a), for knowingly presenting or causing
21 to be presented false or fraudulent claims for payment or approval.

22 391. Specifically, on information and belief, Defendant presented or caused to be
23 presented claims for payment or approval to Iowa for purchases made under the GSA Federal
24 Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded,
25 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
26 Standard-0101.06 and providing NIJ threat level IIIA protection.

1 392. Additionally, on information and belief, Defendant presented or caused to be
2 presented claims for payment or approval to Iowa for purchases made under the NASPO
3 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant
4 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
5 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

6 393. Moreover, on information and belief, Defendant presented or caused to be
7 presented claims for payment or approval to Iowa for other purchases of body armor accessory
8 panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or
9 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
10 threat level IIIA protection.

11 394. Defendant falsely labeled and marketed their accessory panels by: (1) falsely
12 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
13 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
14 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
15 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
16 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
17 Defendant when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
18 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
19 these products could not pass testing according to NIJ Standard-0101.06.

20 395. All of these claims were knowingly false or fraudulent claims under the Iowa FCA.

21 396. As a direct and proximate result of the Defendant’s violations of the Iowa FCA,
22 Iowa Code § 685.2(1)(a), Iowa has sustained damages in an amount to be determined at trial and
23 is entitled to damages plus a civil penalty for each violation.

24 397. Relator respectfully requests the Court enter judgment against the Defendant as
25 follows: (1) awarding Iowa damages in an amount required by law; (2) imposing civil penalties as
26 are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator necessarily

1 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
 2 allowed to them pursuant to the Iowa FCA; and (5) entering any such other order and further relief
 3 as this Court deems proper.

4 **COUNT SIXTEEN — VIOLATIONS OF THE IOWA
 5 FALSE CLAIMS ACT
 6 IOWA CODE § 685.2(1)(b)
 (As to Defendant Armor Express)**

7 398. Relator re-alleges and incorporates by reference the prior paragraphs as though
 8 fully set forth herein.

9 399. Relator brings these claims against Defendant on behalf of Iowa for treble damages
 10 and penalties under the Iowa FCA, Iowa Code § 685.2(1)(b), for knowingly making, using, or
 11 causing to be made or used false records and/or statements material to false or fraudulent claims.

12 400. Specifically, on information and belief, Defendant made, used, or caused to be
 13 made or used false records and/or statements material to false or fraudulent claims to Iowa for
 14 purchases made under the GSA Federal Supply Schedule for body armor accessory panels which
 15 Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently
 16 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
 17 IIIA protection.

18 401. Additionally, on information and belief, Defendant made, used, or caused to be
 19 made or used false records and/or statements material to false or fraudulent claims to Iowa for
 20 purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor
 21 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
 22 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 23 providing NIJ threat level IIIA protection.

24 402. Moreover, on information and belief, Defendant made or caused to be made false
 25 records and/or statements material to false or fraudulent claims to Iowa for other purchases of body
 26 armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored

1 were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
2 providing NIJ threat level IIIA protection.

3 403. Defendant's false records and/or statements included labeling and marketing
4 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
5 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
6 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to its
7 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant
8 with NIJ standards when in fact its labeling and marketing violated NIJ labeling requirements
9 agreed to by Defendant when it entered their Compliance Testing Program ("CTP") agreements;
10 and (5) claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
11 these products could not pass testing according to NIJ Standard-0101.06.

12 404. All of these records and/or statements were knowingly false under the Iowa FCA.

13 405. These false records and/or statements led Iowa to believe that the Defendant's
14 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
15 forth in the NIJ Standard-0101.06 in testing. Iowa typically requires the body armor products it
16 purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
17 NIJ Standard-0101.06 in testing. On information and belief, Iowa would not have purchased body
18 armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not meet
19 minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would not
20 have paid the price charged by Defendant for such products. Defendant's false records and/or
21 statements were therefore material to their false claims.

22 406. As a direct and proximate result of the Defendant's violations of the Iowa FCA,
23 Iowa Code § 685.2(1)(b), Iowa has sustained damages in an amount to be determined at trial and
24 is entitled to damages plus a civil penalty for each violation.

25 407. Relator respectfully requests the Court enter judgment against the Defendant as
26 follows: (1) awarding Iowa damages in an amount required by law; (2) imposing civil penalties as

1 are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
2 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
3 allowed to them pursuant to the Iowa FCA; and (5) entering any such other order and further relief
4 as this Court deems proper.

5 **COUNT SEVENTEEN — VIOLATIONS OF THE MARYLAND**
6 **FALSE CLAIMS ACT**
7 **MD. CODE ANN., GEN. PROVIS. § 8-102(b)(1)**
8 **(As to Defendants Point Blank and Safariland)**

9 408. Relator re-alleges and incorporates by reference the prior paragraphs as though
10 fully set forth herein.

11 409. Relator brings these claims against Defendants on behalf of Maryland for treble
12 damages and penalties under the Maryland FCA, Md. Code Ann., Gen. Provis. § 8-102(b)(1), for
13 knowingly presenting or causing to be presented false or fraudulent claims for payment or
14 approval.

15 410. Specifically, on information and belief, Defendants presented or caused to be
16 presented claims for payment or approval to Maryland for purchases made under the GSA Federal
17 Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded,
18 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
19 Standard-0101.06 and providing NIJ threat level IIIA protection.

20 411. Additionally, on information and belief, Defendants presented or caused to be
21 presented claims for payment or approval to Maryland for other purchases of body armor accessory
22 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
23 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
24 threat level IIIA protection.

25 412. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
26 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant

1 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
2 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
3 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
4 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
5 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
6 these products could not pass testing according to NIJ Standard-0101.06.

7 413. All of these claims were knowingly false or fraudulent claims under the Maryland
8 FCA.

9 414. As a direct and proximate result of the Defendants’ violations of the Maryland
10 FCA, Md. Code Ann., Gen. Provis. § 8-102(b)(1), Maryland has sustained damages in an amount
11 to be determined at trial and is entitled to damages plus a civil penalty for each violation.

12 415. Relator respectfully requests the Court enter judgment against the Defendants as
13 follows: (1) awarding Maryland damages in an amount required by law; (2) imposing civil
14 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
15 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
16 amount allowed to them pursuant to the Maryland FCA; and (5) entering any such other order and
17 further relief as this Court deems proper.

18 **COUNT EIGHTEEN — VIOLATIONS OF THE MARYLAND
19 FALSE CLAIMS ACT
20 MD. CODE ANN., GEN. PROVIS. § 8-102(b)(2)
21 (As to Defendants Point Blank and Safariland)**

22 416. Relator re-alleges and incorporates by reference the prior paragraphs as though
23 fully set forth herein.

24 417. Relator brings these claims against Defendants on behalf of Maryland for treble
25 damages and penalties under the Maryland FCA, MD Code Ann., Gen. Provis. § 8-102(b)(2), for
26 knowingly making, using, or causing to be made or used false records and/or statements material
to false or fraudulent claims.

1 418. Specifically, on information and belief, Defendants made, used, or caused to be
 2 made or used false records and/or statements material to false or fraudulent claims to Maryland
 3 for purchases made under the GSA Federal Supply Schedule for body armor accessory panels
 4 which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 5 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 6 threat level IIIA protection.

7 419. Additionally, on information and belief, Defendants made or caused to be made
 8 false records and/or statements material to false or fraudulent claims to Maryland for other
 9 purchases of body armor accessory panels which Defendants knew, recklessly disregarded, or
 10 deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
 11 Standard-0101.06 and providing NIJ threat level IIIA protection.

12 420. Defendants' false records and/or statements included labeling and marketing
 13 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 14 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 15 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 16 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
 17 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 18 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
 19 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 20 when in fact these products could not pass testing according to NIJ Standard-0101.06.

21 421. All of these records and/or statements were knowingly false under the Maryland
 22 FCA.

23 422. These false records and/or statements led Maryland to believe that the Defendants'
 24 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
 25 forth in the NIJ Standard-0101.06 in testing. Maryland typically requires the body armor products
 26 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the

1 NIJ Standard-0101.06 in testing. On information and belief, Maryland would not have purchased
2 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
3 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
4 not have paid the price charged by Defendants for such products. Defendants' false records and/or
5 statements were therefore material to their false claims.

6 423. As a direct and proximate result of the Defendants' violations of the Maryland
7 FCA, MD Code Ann., Gen. Provis. § 8-102(b)(2), Maryland has sustained damages in an amount
8 to be determined at trial and is entitled to damages plus a civil penalty for each violation.

9 424. Relator respectfully requests the Court enter judgment against the Defendants as
10 follows: (1) awarding Maryland damages in an amount required by law; (2) imposing civil
11 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
12 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
13 amount allowed to them pursuant to the Maryland FCA; and (5) entering any such other order and
14 further relief as this Court deems proper.

15 **COUNT NINETEEN — VIOLATIONS OF THE MARYLAND
16 FALSE CLAIMS ACT
17 MD. CODE ANN., GEN. PROVIS. § 8-102(b)(9)
18 (As to Defendants Point Blank and Safariland)**

19 425. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

20 426. Relator brings these claims against Defendants on behalf of Maryland for treble
21 damages and penalties under the Maryland FCA, Md. Code Ann., Gen. Provis. § 8-102(b)(9), for
22 knowingly making any other false or fraudulent claim against a government entity.

23 427. Specifically, on information and belief, Defendants made false or fraudulent claims
24 against governmental entities in Maryland for payment for purchases made under the GSA Federal
25 Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded,

1 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
2 Standard-0101.06 and providing NIJ threat level IIIA protection.

3 428. Additionally, on information and belief, Defendants made false or fraudulent
4 claims against governmental entities in Maryland for payment for other purchases of body armor
5 accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were
6 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
7 providing NIJ threat level IIIA protection.

8 429. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
9 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
10 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
11 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
12 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
13 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
14 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
15 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
16 these products could not pass testing according to NIJ Standard-0101.06.

17 430. All of these claims were knowingly false or fraudulent claims under the Maryland
18 FCA.

19 431. As a direct and proximate result of the Defendants’ violations of the Maryland
20 FCA, Md. Code Ann., Gen. Provis. § 8-102(b)(9), Maryland has sustained damages in an amount
21 to be determined at trial and is entitled to damages plus a civil penalty for each violation.

22 432. Relator respectfully requests the Court enter judgment against the Defendants as
23 follows: (1) awarding Maryland damages in an amount required by law; (2) imposing civil
24 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
25 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
26

1 amount allowed to them pursuant to the Maryland FCA; and (5) entering any such other order and
2 further relief as this Court deems proper.

3 **COUNT TWENTY — VIOLATIONS OF THE MASSACHUSETTS
4 FALSE CLAIMS ACT
5 MASS. GEN. LAWS. CH. 12, § 5B(a)(1)
6 (As to Defendant Point Blank)**

7 433. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

8 434. Relator brings these claims against Defendant on behalf of Massachusetts for treble
9 damages and penalties under the Massachusetts FCA, Mass. Gen. Laws ch. 12, § 5B(a)(1), for
10 knowingly presenting or causing to be presented false or fraudulent claims for payment or
11 approval.

12 435. Specifically, on information and belief, Defendant presented or caused to be
13 presented claims for payment or approval to Massachusetts for purchases made under the GSA
14 Federal Supply Schedule for body armor accessory panels which Defendant knew, recklessly
15 disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being
16 certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

17 436. Additionally, on information and belief, Defendant presented or caused to be
18 presented claims for payment or approval to Massachusetts for purchases made under the NASPO
19 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant
20 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
21 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

22 437. Moreover, on information and belief, Defendant presented or caused to be
23 presented claims for payment or approval to Massachusetts for other purchases of body armor
24 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
25 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
26 providing NIJ threat level IIIA protection.

COMPLAINT & JURY DEMAND
FILED UNDER SEAL - 106

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1201 Third Avenue, Suite 3200
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1 438. Defendant falsely labeled and marketed its accessory panels by: (1) falsely claiming
2 that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify
3 accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
4 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
5 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
6 when in fact its labeling and marketing violated NIJ labeling requirements agreed to by Defendant
7 when it entered their Compliance Testing Program (“CTP”) agreements; and (5) falsely claiming
8 that the accessory panels offered NIJ threat level IIIA protection when in fact these products could
9 not pass testing according to NIJ Standard-0101.06.

10 439. All of these claims were knowingly false or fraudulent claims under the
11 Massachusetts FCA.

12 440. As a direct and proximate result of the Defendant’s violations of the Massachusetts
13 FCA, Mass. Gen. Laws ch. 12, § 5B(a)(1), Massachusetts has sustained damages in an amount to
14 be determined at trial and is entitled to damages plus a civil penalty for each violation.

15 441. Relator respectfully requests the Court enter judgment against the Defendant as
16 follows: (1) awarding Massachusetts damages in an amount required by law; (2) imposing civil
17 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
18 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
19 amount allowed to them pursuant to the Massachusetts FCA; and (5) entering any such other order
20 and further relief as this Court deems proper.

21 **COUNT TWENTY-ONE — VIOLATIONS OF THE MASSACHUSETTS
22 FALSE CLAIMS ACT
23 MASS. GEN. LAWS. CH. 12, § 5B(a)(2)
24 (As to Defendant Point Blank)**

25 442. Relator re-alleges and incorporates by reference the prior paragraphs as though
26 fully set forth herein.

1 443. Relator brings these claims against Defendant on behalf of Massachusetts for treble
 2 damages and penalties under the Massachusetts FCA, Mass. Gen. Laws ch. 12, § 5B(a)(2), for
 3 knowingly making, using, or causing to be made or used false records and/or statements material
 4 to false or fraudulent claims.

5 444. Specifically, on information and belief, Defendant made, used, or caused to be
 6 made or used false records and/or statements material to false or fraudulent claims to
 7 Massachusetts for purchases made under the GSA Federal Supply Schedule for body armor
 8 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
 9 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 10 providing NIJ threat level IIIA protection.

11 445. Additionally, on information and belief, Defendant made, used, or caused to be
 12 made or used false records and/or statements material to false or fraudulent claims to
 13 Massachusetts for purchases made under the NASPO ValuePoint Cooperative Purchasing Program
 14 for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately
 15 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 16 0101.06 and providing NIJ threat level IIIA protection.

17 446. Moreover, on information and belief, Defendant made or caused to be made false
 18 records and/or statements material to false or fraudulent claims to Massachusetts for other
 19 purchases of body armor accessory panels which Defendant knew, recklessly disregarded, or
 20 deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
 21 Standard-0101.06 and providing NIJ threat level IIIA protection.

22 447. Defendant's false records and/or statements included labeling and marketing
 23 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 24 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 25 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 26 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant

1 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
2 agreed to by Defendant when they entered their Compliance Testing Program (“CTP”)
3 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
4 when in fact these products could not pass testing according to NIJ Standard-0101.06.

5 448. All of these records and/or statements were knowingly false under the
6 Massachusetts FCA.

7 449. These false records and/or statements led Massachusetts to believe that the
8 Defendant's accessory panels were certified to NIJ Standard-0101.06 and would meet minimum
9 standards set forth in the NIJ Standard-0101.06 in testing. Massachusetts typically requires the
10 body armor products it purchases to be certified to NIJ Standard-0101.06 and meet minimum
11 standards set forth in the NIJ Standard-0101.06 in testing. On information and belief,
12 Massachusetts would not have purchased body armor accessory panels that were not certified to
13 NIJ Standard-0101.06 or that would not meet minimum standards set forth in the NIJ Standard-
14 0101.06 in testing or, alternatively, would not have paid the price charged by Defendant for such
15 products. Defendant's false records and/or statements were therefore material to their false claims.

16 450. As a direct and proximate result of the Defendant's violations of the Massachusetts
17 FCA, Mass. Gen. Laws ch. 12, § 5B(a)(2), Massachusetts has sustained damages in an amount to
18 be determined at trial and is entitled to damages plus a civil penalty for each violation.

19 451. Relator respectfully requests the Court enter judgment against the Defendant as
20 follows: (1) awarding Massachusetts damages in an amount required by law; (2) imposing civil
21 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
22 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
23 amount allowed to them pursuant to the Massachusetts FCA; and (5) entering any such other order
24 and further relief as this Court deems proper.

1 **COUNT TWENTY-TWO — VIOLATIONS OF THE MASSACHUSETTS**
2 **FALSE CLAIMS ACT**
3 **MASS. GEN. LAWS. CH. 12, § 5B(a)(8)**
4 **(As to Defendant Point Blank)**

5 452. Relator re-alleges and incorporates by reference the prior paragraphs as though
6 fully set forth herein.

7 453. Relator brings these claims against Defendant on behalf of Massachusetts for treble
8 damages and penalties under the Massachusetts FCA, Mass. Gen. Laws ch. 12, § 5B(a)(8), for
9 entering into agreements, contracts and/or understandings with officials of the commonwealth of
10 Massachusetts and/or political subdivisions thereof knowing the information contained therein is
11 false.

12 454. Specifically, on information and belief, Defendant entered into agreements,
13 contracts and/or understandings with officials of the commonwealth of Massachusetts and/or
14 political subdivisions thereof with respect to purchases from the GSA Federal Supply Schedule
15 for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately
16 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
17 0101.06 and providing NIJ threat level IIIA protection.

18 455. Additionally, on information and belief, Defendant entered into agreements,
19 contracts and/or understandings with officials of the commonwealth of Massachusetts and/or
20 political subdivisions thereof with respect to purchases from the NASPO ValuePoint Cooperative
21 Purchasing Program for body armor accessory panels which Defendant knew, recklessly
22 disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being
23 certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

24 456. Moreover, on information and belief, Defendant entered into agreements, contracts
25 and/or understandings with officials of the commonwealth of Massachusetts and/or political
26 subdivisions thereof with respect to other purchases of body armor accessory panels which
 Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently

1 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
2 IIIA protection.

3 457. Defendant falsely labeled and marketed its accessory panels by: (1) falsely claiming
4 that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify
5 accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
6 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
7 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
8 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
9 Defendant when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
10 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
11 these products could not pass testing according to NIJ Standard-0101.06.

12 458. All of these claims were knowingly false or fraudulent claims under the
13 Massachusetts FCA.

14 459. As a direct and proximate result of the Defendant’s violations of the Massachusetts
15 FCA, Mass. Gen. Laws ch. 12, § 5B(a)(8), Massachusetts has sustained damages in an amount to
16 be determined at trial and is entitled to damages plus a civil penalty for each violation.

17 460. Relator respectfully requests the Court enter judgment against the Defendant as
18 follows: (1) awarding Massachusetts damages in an amount required by law; (2) imposing civil
19 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
20 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
21 amount allowed to them pursuant to the Massachusetts FCA; and (5) entering any such other order
22 and further relief as this Court deems proper.

1 **COUNT TWENTY-THREE — VIOLATIONS OF THE MASSACHUSETTS**
2 **FALSE CLAIMS ACT**
3 **MASS. GEN. LAWS. CH. 12, § 5B(a)(10)**
4 **(As to Defendant Point Blank)**

5 461. Relator re-alleges and incorporates by reference the prior paragraphs as though
6 fully set forth herein.

7 462. Alternatively, Relator brings these claims against Defendant on behalf of
8 Massachusetts for treble damages and penalties under the Massachusetts FCA, Mass. Gen. Laws
9 ch. 12, § 5B(a)(10), for being the beneficiary of inadvertent submissions of false claims who
10 subsequently discovered the falsity of the claims and failed to disclose the false claim to the state
11 or political subdivision within a reasonable time after discovery of the false claim.

12 463. Specifically, on information and belief, Defendant was the beneficiary of false
13 claims to Massachusetts for purchases made under the GSA Federal Supply Schedule for body
14 armor accessory panels which were falsely or fraudulently labeled as being certified to NIJ
15 Standard-0101.06 and providing NIJ threat level IIIA protection.

16 464. Additionally, on information and belief, Defendant was the beneficiary of false
17 claims to Massachusetts for purchases made under the NASPO ValuePoint Cooperative
18 Purchasing Program for body armor accessory panels which were falsely or fraudulently labeled
19 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

20 465. Moreover, on information and belief, Defendant was the beneficiary of false claims
21 to Massachusetts for other purchases of body armor accessory panels which were falsely or
22 fraudulently labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA
23 protection.

24 466. These claims were false in that the accessory panels were falsely labeled and
25 marketed by: (1) falsely claiming that the accessory panels were certified by NIJ when in fact NIJ
26 did not and does not certify accessory panels; (2) falsely claiming that the accessory panels were
 listed on the Compliant Product List (“CPL”); (3) falsely claiming CPL models from other

1 products applied to the accessory panels in marketing and labeling; (4) falsely claiming to be
2 compliant with NIJ standards when in fact the labeling and marketing violated NIJ labeling
3 requirements agreed to by Defendant when it entered its Compliance Testing Program (“CTP”)
4 agreements; and (5) falsely claiming that the accessory panels offered NIJ threat level IIIA
5 protection when in fact these products could not pass testing according to NIJ Standard-0101.06.

6 467. On information and belief, Defendant subsequently discovered the prior false
7 labeling and marketing of its accessory panels. For example, in or around 2016 Point Blank made
8 changes to its accessory panel labels, and, in or around November 2018 NIJ issued an
9 Administrative Clarification stating that accessory panels were not authorized to display the NIJ
10 mark.

11 468. On information and belief, Defendant did not disclose the prior false claims to
12 Massachusetts or any of its political subdivisions within 60 days after the date on which any of the
13 false claims were identified and still has not disclosed the prior false claims.

14 469. As a direct and proximate result of the Defendant’s violations of the Massachusetts
15 FCA, Mass. Gen. Laws ch. 12, § 5B(a)(10), Massachusetts has sustained damages in an amount to
16 be determined at trial and is entitled to damages plus a civil penalty for each violation.

17 470. Relator respectfully requests the Court enter judgment against the Defendant as
18 follows: (1) awarding Massachusetts damages in an amount required by law; (2) imposing civil
19 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
20 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
21 amount allowed to them pursuant to the Massachusetts FCA; and (5) entering any such other order
22 and further relief as this Court deems proper.

1 **COUNT TWENTY-FOUR — VIOLATIONS OF THE MINNESOTA**
2 **FALSE CLAIMS ACT**
3 **MINN. STAT. § 15C.02(a)(1)**
4 **(As to Defendant Armor Express)**

5 471. Relator re-alleges and incorporates by reference the prior paragraphs as though
6 fully set forth herein.

7 472. Relator brings these claims against Defendant on behalf of Minnesota for treble
8 damages and penalties under the Minnesota FCA, Minn. Stat. § 15C.02(a)(1), for knowingly
9 presenting or causing to be presented false or fraudulent claims for payment or approval.

10 473. Specifically, on information and belief, Defendant presented or caused to be
11 presented claims for payment or approval to Minnesota for purchases made under the GSA Federal
12 Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded,
13 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
14 Standard-0101.06 and providing NIJ threat level IIIA protection.

15 474. Additionally, on information and belief, Defendant presented or caused to be
16 presented claims for payment or approval to Minnesota for purchases made under the NASPO
17 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant
18 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
19 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

20 475. Moreover, on information and belief, Defendant presented or caused to be
21 presented claims for payment or approval to Minnesota for other purchases of body armor
22 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
23 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
24 providing NIJ threat level IIIA protection.

25 476. Defendant falsely labeled and marketed its accessory panels by: (1) falsely claiming
26 that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify
 accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant

1 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
 2 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
 3 when in fact its labeling and marketing violated NIJ labeling requirements agreed to by Defendant
 4 when they entered their Compliance Testing Program (“CTP”) agreements; and (5) falsely
 5 claiming that the accessory panels offered NIJ threat level IIIA protection when in fact these
 6 products could not pass testing according to NIJ Standard-0101.06.

7 477. All of these claims were knowingly false or fraudulent claims under the Minnesota
 8 FCA.

9 478. As a direct and proximate result of the Defendant’s violations of the Minnesota
 10 FCA, Minn. Stat. § 15C.02(a)(1), Minnesota has sustained damages in an amount to be determined
 11 at trial and is entitled to damages plus a civil penalty for each violation.

12 479. Relator respectfully requests the Court enter judgment against the Defendant as
 13 follows: (1) awarding Minnesota damages in an amount required by law; (2) imposing civil
 14 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
 15 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
 16 amount allowed to them pursuant to the Minnesota FCA; and (5) entering any such other order
 17 and further relief as this Court deems proper.

18 **COUNT TWENTY-FIVE — VIOLATIONS OF THE MINNESOTA
 19 FALSE CLAIMS ACT
 20 MINN. STAT. § 15C.02(a)(2)
 21 (As to Defendant Armor Express)**

22 480. Relator re-alleges and incorporates by reference the prior paragraphs as though
 23 fully set forth herein.

24 481. Relator brings these claims against Defendant on behalf of Minnesota for treble
 25 damages and penalties under the Minnesota FCA, Minn. Stat. § 15C.02(a)(2), for knowingly
 26 making, using, or causing to be made or used false records and/or statements material to false or
 fraudulent claims.

1 482. Specifically, on information and belief, Defendant made, used, or caused to be
 2 made or used false records and/or statements material to false or fraudulent claims to Minnesota
 3 for purchases made under the GSA Federal Supply Schedule for body armor accessory panels
 4 which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently
 5 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
 6 IIIA protection.

7 483. Additionally, on information and belief, Defendant made, used, or caused to be
 8 made or used false records and/or statements material to false or fraudulent claims to Minnesota
 9 for purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body
 10 armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored
 11 were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 12 providing NIJ threat level IIIA protection.

13 484. Moreover, on information and belief, Defendant made or caused to be made false
 14 records and/or statements material to false or fraudulent claims to Minnesota for other purchases
 15 of body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately
 16 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 17 0101.06 and providing NIJ threat level IIIA protection.

18 485. Defendant's false records and/or statements included labeling and marketing
 19 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 20 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 21 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to its
 22 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant
 23 with NIJ standards when in fact its labeling and marketing violated NIJ labeling requirements
 24 agreed to by Defendant when it entered its Compliance Testing Program ("CTP") agreements; and
 25 (5) claiming that the accessory panels offered NIJ threat level IIIA protection when in fact these
 26 products could not pass testing according to NIJ Standard-0101.06.

1 486. All of these records and/or statements were knowingly false under the Minnesota
2 FCA.

3 487. These false records and/or statements led Minnesota to believe that the Defendant's
4 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
5 forth in the NIJ Standard-0101.06 in testing. Minnesota typically requires the body armor products
6 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
7 NIJ Standard-0101.06 in testing. On information and belief, Minnesota would not have purchased
8 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
9 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
10 not have paid the price charged by Defendant for such products. Defendant's false records and/or
11 statements were therefore material to their false claims.

12 488. As a direct and proximate result of the Defendant's violations of the Minnesota
13 FCA, Minn. Stat. § 15C.02(a)(2), Minnesota has sustained damages in an amount to be determined
14 at trial and is entitled to damages plus a civil penalty for each violation.

15 489. Relator respectfully requests the Court enter judgment against the Defendant as
16 follows: (1) awarding Minnesota damages in an amount required by law; (2) imposing civil
17 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
18 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
19 amount allowed to them pursuant to the Minnesota FCA; and (5) entering any such other order
20 and further relief as this Court deems proper.

21 **COUNT TWENTY-SIX — VIOLATIONS OF THE MONTANA
22 FALSE CLAIMS ACT
23 MONT. CODE ANN. § 17-8-403(1)(a)**
24 **(As to Defendants Point Blank, Armor Express, KDH, and Safariland)**

25 490. Relator re-alleges and incorporates by reference the prior paragraphs as though
26 fully set forth herein.

1 491. Relator brings these claims against Defendants on behalf of Montana for treble
 2 damages and penalties under the Montana FCA, Mont. Code Ann. § 17-8-403(1)(a), for knowingly
 3 presenting or causing to be presented false or fraudulent claims for payment or approval.

4 492. Specifically, on information and belief, Defendants presented or caused to be
 5 presented claims for payment or approval to Montana for purchases made under the GSA Federal
 6 Supply Schedule for body armor accessory panels which Defendants knew, recklessly disregarded,
 7 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
 8 Standard-0101.06 and providing NIJ threat level IIIA protection.

9 493. Additionally, on information and belief, Defendants presented or caused to be
 10 presented claims for payment or approval to Montana for purchases made under the NASPO
 11 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendants
 12 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
 13 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

14 494. Moreover, on information and belief, Defendants presented or caused to be
 15 presented claims for payment or approval to Montana for other purchases of body armor accessory
 16 panels which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
 17 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
 18 threat level IIIA protection.

19 495. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
 20 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
 21 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 22 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
 23 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
 24 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
 25 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and

1 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
2 these products could not pass testing according to NIJ Standard-0101.06.

3 496. All of these claims were knowingly false or fraudulent claims under the Montana
4 FCA.

5 497. As a direct and proximate result of the Defendants' violations of the Montana FCA,
6 Mont. Code Ann. § 17-8-403(1)(a), Montana has sustained damages in an amount to be determined
7 at trial and is entitled to damages plus a civil penalty for each violation.

8 498. Relator respectfully requests the Court enter judgment against the Defendants as
9 follows: (1) awarding Montana damages in an amount required by law; (2) imposing civil penalties
10 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
11 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
12 allowed to them pursuant to the Montana FCA; and (5) entering any such other order and further
13 relief as this Court deems proper.

14 **COUNT TWENTY-SEVEN — VIOLATIONS OF THE MONTANA
15 FALSE CLAIMS ACT
16 MONT. CODE ANN. § 17-8-403(1)(b)**
17 **(As to Defendants Point Blank, Armor Express, KDH, and Safariland)**

18 499. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

19 500. Relator brings these claims against Defendants on behalf of Montana for treble
20 damages and penalties under the Montana FCA, Mont. Code Ann. § 17-8-403(1)(b), for knowingly
21 making, using, or causing to be made or used false records and/or statements material to false or
22 fraudulent claims.

23 501. Specifically, on information and belief, Defendants made, used, or caused to be
24 made or used false records and/or statements material to false or fraudulent claims to Montana for
25 purchases made under the GSA Federal Supply Schedule for body armor accessory panels which
26 Defendants knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently

1 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
 2 IIIA protection.

3 502. Additionally, on information and belief, Defendants made, used, or caused to be
 4 made or used false records and/or statements material to false or fraudulent claims to Montana for
 5 purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor
 6 accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were
 7 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 8 providing NIJ threat level IIIA protection.

9 503. Moreover, on information and belief, Defendants made or caused to be made false
 10 records and/or statements material to false or fraudulent claims to Montana for other purchases of
 11 body armor accessory panels which Defendants knew, recklessly disregarded, or deliberately
 12 ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-
 13 0101.06 and providing NIJ threat level IIIA protection.

14 504. Defendants' false records and/or statements included labeling and marketing
 15 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 16 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 17 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 18 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
 19 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 20 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
 21 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 22 when in fact these products could not pass testing according to NIJ Standard-0101.06.

23 505. All of these records and/or statements were knowingly false under the Montana
 24 FCA.

25 506. These false records and/or statements led Montana to believe that the Defendants'
 26 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set

1 forth in the NIJ Standard-0101.06 in testing. Montana typically requires the body armor products
 2 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
 3 NIJ Standard-0101.06 in testing. On information and belief, Montana would not have purchased
 4 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
 5 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
 6 not have paid the price charged by Defendants for such products. Defendants' false records and/or
 7 statements were therefore material to their false claims.

8 507. As a direct and proximate result of the Defendants' violations of the Montana FCA,
 9 Mont. Code Ann. § 17-8-403(1)(b), Montana has sustained damages in an amount to be determined
 10 at trial and is entitled to damages plus a civil penalty for each violation.

11 508. Relator respectfully requests the Court enter judgment against the Defendants as
 12 follows: (1) awarding Montana damages in an amount required by law; (2) imposing civil penalties
 13 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
 14 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
 15 allowed to them pursuant to the Montana FCA; and (5) entering any such other order and further
 16 relief as this Court deems proper.

17 **COUNT TWENTY-EIGHT — VIOLATIONS OF THE MONTANA**
FALSE CLAIMS ACT
MONT. CODE ANN. § 17-8-403(1)(h)
(As to Defendants Point Blank, Armor Express, KDH, and Safariland)

20 509. Relator re-alleges and incorporates by reference the prior paragraphs as though
 21 fully set forth herein.

22 510. Alternatively, Relator brings these claims against Defendants on behalf of Montana
 23 for treble damages and penalties under the Montana FCA, Mont. Code Ann. § 17-8-403(1)(h), for
 24 being the beneficiaries of inadvertent submissions of false or fraudulent claims who subsequently
 25 discovered the falsity of the claims and failed to disclose the false claim to the governmental entity
 26 within a reasonable time after discovery of the false or fraudulent claim.

1 511. Specifically, on information and belief, Defendants were the beneficiaries of false
 2 or fraudulent claims to Montana for purchases made under the GSA Federal Supply Schedule for
 3 body armor accessory panels were falsely or fraudulently labeled as being certified to NIJ
 4 Standard-0101.06 and providing NIJ threat level IIIA protection.

5 512. Additionally, on information and belief, Defendants were the beneficiaries of false
 6 or fraudulent claims to Montana for purchases made under the NASPO ValuePoint Cooperative
 7 Purchasing Program for body armor accessory panels which were falsely or fraudulently labeled
 8 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

9 513. Moreover, on information and belief, Defendants were the beneficiaries of false or
 10 fraudulent claims to Montana for other purchases of body armor accessory panels which were
 11 falsely or fraudulently labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat
 12 level IIIA protection.

13 514. These claims were false or fraudulent in that the accessory panels were falsely and
 14 fraudulently labeled and marketed by: (1) falsely claiming that the accessory panels were certified
 15 by NIJ when in fact NIJ did not and does not certify accessory panels; (2) falsely claiming that the
 16 accessory panels were listed on the Compliant Product List (“CPL”); (3) falsely claiming CPL
 17 models from other products applied to their accessory panels in marketing and labeling; (4) falsely
 18 claiming to be compliant with NIJ standards when in fact their labeling and marketing violated
 19 NIJ labeling requirements agreed to by Defendants when they entered their Compliance Testing
 20 Program (“CTP”) agreements; and (5) falsely claiming that the accessory panels offered NIJ threat
 21 level IIIA protection when in fact these products could not pass testing according to NIJ Standard-
 22 0101.06.

23 515. On information and belief, Defendants subsequently discovered the prior false and
 24 fraudulent labeling and marketing of their accessory panels in or around 2016 when Point Blank
 25 made changes to its accessory panel labels, or in or around November 2018 when NIJ issued an
 26

1 Administrative Clarification stating that accessory panels were not authorized to display the NIJ
2 mark.

3 516. On information and belief, Defendants did not disclose the prior false or fraudulent
4 claims to Montana or any of its governmental entities within a reasonable time after discovery of
5 the false or fraudulent claims and still have not disclosed said claims.

6 517. As a direct and proximate result of the Defendants' violations of the Montana FCA,
7 Mont. Code Ann. § 17-8-403(1)(h), Montana has sustained damages in an amount to be determined
8 at trial and is entitled to damages plus a civil penalty for each violation.

9 518. Relator respectfully requests the Court enter judgment against the Defendants as
10 follows: (1) awarding Montana damages in an amount required by law; (2) imposing civil penalties
11 as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator necessarily
12 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
13 allowed to them pursuant to the Montana FCA; and (5) entering any such other order and further
14 relief as this Court deems proper.

15 **COUNT TWENTY-NINE — VIOLATIONS OF THE NEW JERSEY
16 FALSE CLAIMS ACT
17 N.J. STAT. ANN. § 2A:32C-3(a)**
18 **(As to Defendants Point Blank, Armor Express, and KDH)**

19 519. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

20 520. Relator brings these claims against Defendants on behalf of New Jersey for treble
21 damages and penalties under the New Jersey False Claims Act ("NJFCA"), N.J. Stat. Ann. §
22 2A:32C-3(a), for knowingly presenting or causing to be presented false or fraudulent claims to
23 employees, officers or agents of the state, or contractors, grantees, or other recipients of state funds
24 for payment or approval.

25 521. Specifically, on information and belief, Defendants presented or caused to be
26 presented claims for payment or approval to employees, officers or agents of New Jersey, or

1 contractors, grantees, or other recipients of New Jersey state funds for purchases made under the
2 GSA Federal Supply Schedule for body armor accessory panels which Defendants knew,
3 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
4 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

5 522. Additionally, on information and belief, Defendants presented or caused to be
6 presented claims for payment or approval to employees, officers or agents of New Jersey, or
7 contractors, grantees, or other recipients of New Jersey state funds for other purchases of body
8 armor accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored
9 were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
10 providing NIJ threat level IIIA protection.

11 523. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
12 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
13 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
14 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
15 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
16 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
17 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
18 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
19 these products could not pass testing according to NIJ Standard-0101.06.

20 524. All of these claims were knowingly false or fraudulent claims under the NJFCA.

21 525. As a direct and proximate result of the Defendants’ violations of the NJFCA, N.J.
22 Stat. Ann. § 2A:32C-3(a), New Jersey has sustained damages in an amount to be determined at
23 trial and is entitled to damages plus a civil penalty for each violation.

24 526. Relator respectfully requests the Court enter judgment against the Defendants as
25 follows: (1) awarding New Jersey damages in an amount required by law; (2) imposing civil
26 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator

1 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
 2 amount allowed to them pursuant to the NJFCA; and (5) entering any such other order and further
 3 relief as this Court deems proper.

4 **COUNT THIRTY — VIOLATIONS OF THE NEW JERSEY
 5 FALSE CLAIMS ACT
 6 N.J. STAT. ANN. § 2A:32C-3(b)
 7 (As to Defendants Point Blank, Armor Express, and KDH)**

8 527. Relator re-alleges and incorporates by reference the prior paragraphs as though
 9 fully set forth herein.

10 528. Relator brings these claims against Defendants on behalf of New Jersey for treble
 11 damages and penalties under the NJFCA, N.J. Stat. Ann. § 2A:32C-3(b), for knowingly making,
 12 using, or causing to be made or used false records and/or statements to get false or fraudulent
 13 claims paid or approved by the state, as defined in N.J. Stat. Ann. § 2A:32C-2.

14 529. Specifically, on information and belief, Defendants made, used, or caused to be
 15 made or used false records and/or statements to get false or fraudulent claims for purchases made
 16 under the GSA Federal Supply Schedule for body armor accessory panels which Defendants knew,
 17 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
 18 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection paid or
 19 approved by the state of New Jersey.

20 530. Additionally, on information and belief, Defendants made or caused to be made
 21 false records and/or statements to get false or fraudulent claims for other purchases of body armor
 22 accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were
 23 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 24 providing NIJ threat level IIIA protection paid or approved by the state of New Jersey.

25 531. Defendants' false records and/or statements included labeling and marketing
 26 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the

1 Compliant Product List (“CPL”); (3) claiming CPL models from other products applied to their
2 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
3 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
4 agreed to by Defendants when they entered their Compliance Testing Program (“CTP”)
5 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
6 when in fact these products could not pass testing according to NIJ Standard-0101.06.

7 532. All of these records and/or statements were knowingly false under the NJFCA.

8 533. These false records and/or statements led New Jersey to believe that the
9 Defendants’ accessory panels were certified to NIJ Standard-0101.06 and would meet minimum
10 standards set forth in the NIJ Standard-0101.06 in testing. New Jersey typically requires the body
11 armor products it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards
12 set forth in the NIJ Standard-0101.06 in testing. On information and belief, New Jersey would not
13 have purchased body armor accessory panels that were not certified to NIJ Standard-0101.06 or
14 that would not meet minimum standards set forth in the NIJ Standard-0101.06 in testing or,
15 alternatively, would not have paid the price charged by Defendants for such products. Defendants’
16 false records and/or statements were therefore material to their false claims and were intended to
17 and did get Defendants false or fraudulent claims paid or approved by the state of New Jersey.

18 534. As a direct and proximate result of the Defendants’ violations of the NJFCA, N.J.
19 Stat. Ann. § 2A:32C-3(b), New Jersey has sustained damages in an amount to be determined at
20 trial and is entitled to damages plus a civil penalty for each violation.

21 535. Relator respectfully requests the Court enter judgment against the Defendants as
22 follows: (1) awarding New Jersey as required by law; (2) imposing civil penalties as are required
23 by law; (3) awarding attorneys’ fees, costs, and expenses that Relator necessarily incurred in
24 bringing and pressing this case forward; (4) awarding Relator the maximum amount allowed to
25 them pursuant to the NJFCA; and (5) entering any such other order and further relief as this Court
26 deems proper.

COMPLAINT & JURY DEMAND
FILED UNDER SEAL - 126

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1 **COUNT THIRTY-ONE — VIOLATIONS OF THE NEW MEXICO**
2 **FRAUD AGAINST TAXPAYERS ACT**
3 **N.M. STAT. ANN. § 44-9-3(A)(1)**
4 **(As to Defendant Safariland)**

536. Relator re-alleges and incorporates by reference the prior paragraphs as though
5 fully set forth herein.

537. Relator brings these claims against Defendant on behalf of New Mexico for treble
6 damages and penalties under the New Mexico Fraud Against Taxpayer Act (“NMFATA”), N.M.
7 Stat. Ann. § 44-9-3(A)(1), for knowingly presenting or causing to be presented false or fraudulent
8 claims to employees, officers or agents of New Mexico or one of its political subdivisions, or
9 contractors, grantees, or other recipients of funds from New Mexico or one of its political
10 subdivisions, for payment or approval.

538. Specifically, on information and belief, Defendant knowingly presented or caused
12 to be presented false or fraudulent claims for payment or approval to employees, officers or agents
13 of New Mexico or one of its political subdivisions, or contractors, grantees, or other recipients of
14 funds from New Mexico or one of its political subdivisions, for purchases made under the GSA
15 Federal Supply Schedule for body armor accessory panels which Defendant knew, recklessly
16 disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being
17 certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

539. Additionally, on information and belief, Defendant knowingly presented or caused
19 to be presented false or fraudulent claims for payment or approval to employees, officers or agents
20 of New Mexico or one of its political subdivisions, or contractors, grantees, or other recipients of
21 funds from New Mexico or one of its political subdivisions, for purchases made under the NASPO
22 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant
23 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
24 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

1 540. Moreover, on information and belief, Defendant knowingly presented or caused to
 2 be presented false or fraudulent claims for payment or approval to employees, officers or agents
 3 of New Mexico or one of its political subdivisions, or contractors, grantees, or other recipients of
 4 funds from New Mexico or one of its political subdivisions, for other purchases of body armor
 5 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
 6 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 7 providing NIJ threat level IIIA protection.

8 541. Defendant falsely labeled and marketed its accessory panels by: (1) falsely claiming
 9 that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify
 10 accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 11 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
 12 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
 13 when in fact its labeling and marketing violated NIJ labeling requirements agreed to by Defendant
 14 when it entered their Compliance Testing Program (“CTP”) agreements; and (5) falsely
 15 claiming that the accessory panels offered NIJ threat level IIIA protection when in fact these
 16 products could not pass testing according to NIJ Standard-0101.06.

17 542. All of these claims were knowingly false or fraudulent claims under the NMFATA.

18 543. As a direct and proximate result of the Defendant’s violations of the NMFATA,
 19 N.M. Stat. Ann. § 44-9-3(A)(1), New Mexico has sustained damages in an amount to be
 20 determined at trial and is entitled to damages plus a civil penalty for each violation.

21 544. Relator respectfully requests the Court enter judgment against the Defendant as
 22 follows: (1) awarding New Mexico damages in an amount required by law; (2) imposing civil
 23 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
 24 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
 25 amount allowed to them pursuant to the NMFATA; and (5) entering any such other order and
 26 further relief as this Court deems proper.

COMPLAINT & JURY DEMAND
 FILED UNDER SEAL - 128

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1 **COUNT THIRTY-TWO — VIOLATIONS OF THE NEW MEXICO**
2 **FRAUD AGAINST TAXPAYERS ACT**
3 **N.M. STAT. ANN. § 44-9-3(A)(2)**
4 **(As to Defendant Safariland)**

545. Relator re-alleges and incorporates by reference the prior paragraphs as though
5 fully set forth herein.

546. Relator brings these claims against Defendant on behalf of New Mexico for treble
6 damages and penalties under the NMFATA, N.M. Stat. Ann. § 44-9-3(A)(2), for knowingly
7 making or using, or causing to be made or used, false, misleading, or fraudulent records and/or
8 statements to obtain or support the approval of, or the payment on, a false or fraudulent claim.

547. Specifically, on information and belief, Defendant made, used, or caused to be
10 made or used false, misleading, or fraudulent records and/or statements to obtain or support the
11 approval of or the payment on a false or fraudulent claim to New Mexico for purchases made under
12 the GSA Federal Supply Schedule for body armor accessory panels which Defendant knew,
13 recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled
14 as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

548. Additionally, on information and belief, Defendant made, used, or caused to be
16 made or used false, misleading, or fraudulent records and/or statements to obtain or support the
17 approval of, or the payment on, a false or fraudulent claim to New Mexico for purchases made
18 under the NASPO ValuePoint Cooperative Purchasing Program for body armor accessory panels
19 which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently
20 marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level
21 IIIA protection.

549. Moreover, on information and belief, Defendant made or caused to be made false,
23 misleading, or fraudulent records and/or statements to obtain or support the approval of, or the
24 payment on, a false or fraudulent claim to New Mexico for other purchases of body armor
25 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
26

1 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
2 providing NIJ threat level IIIA protection.

3 550. Defendant's false, misleading, or fraudulent records and/or statements included
4 labeling and marketing materials: (1) claiming that the accessory panels were certified by NIJ
5 when in fact NIJ did not and does not certify accessory panels; (2) claiming that the accessory
6 panels were listed on the Compliant Product List ("CPL"); (3) claiming CPL models from other
7 products applied to its accessory panels in marketing and labeling; (4) reporting or stating that
8 Defendant was compliant with NIJ standards when in fact its labeling and marketing violated NIJ
9 labeling requirements agreed to by Defendant when it entered its Compliance Testing Program
10 ("CTP") agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA
11 protection when in fact these products could not pass testing according to NIJ Standard-0101.06.

12 551. All of these records and/or statements were knowingly false, misleading, or
13 fraudulent under the NMFATA.

14 552. These false, misleading, or fraudulent records and/or statements led New Mexico
15 to believe that the Defendant's accessory panels were certified to NIJ Standard-0101.06 and would
16 meet minimum standards set forth in the NIJ Standard-0101.06 in testing. New Mexico typically
17 requires the body armor products it purchases to be certified to NIJ Standard-0101.06 and meet
18 minimum standards set forth in the NIJ Standard-0101.06 in testing. On information and belief,
19 New Mexico would not have purchased body armor accessory panels that were not certified to NIJ
20 Standard-0101.06 or that would not meet minimum standards set forth in the NIJ Standard-0101.06
21 in testing or, alternatively, would not have paid the price charged by Defendant for such products.
22 Defendant's false, misleading, or fraudulent records and/or statements were therefore material to
23 its false or fraudulent claims and were intended to and did obtain or support the approval of or the
24 payment on Defendant's false or fraudulent claims.

1 553. As a direct and proximate result of the Defendant's violations of the NMFATA,
2 N.M. Stat. Ann. § 44-9-3(A)(2), New Mexico has sustained damages in an amount to be
3 determined at trial and is entitled to damages plus a civil penalty for each violation.

4 554. Relator respectfully requests the Court enter judgment against the Defendant as
5 follows: (1) awarding New Mexico damages in an amount required by law; (2) imposing civil
6 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
7 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
8 amount allowed to them pursuant to the NMFATA; and (5) entering any such other order and
9 further relief as this Court deems proper.

10 **COUNT THIRTY-THREE — VIOLATIONS OF THE NEW MEXICO
11 FRAUD AGAINST TAXPAYERS ACT
12 N.M. STAT. ANN. § 44-9-3(A)(9)
(As to Defendant Safariland)**

13 555. Relator re-alleges and incorporates by reference the prior paragraphs as though
14 fully set forth herein.

15 556. Alternatively, Relator brings these claims against Defendant on behalf of New
16 Mexico for treble damages and penalties under the NMFATA, N.M. Stat. Ann. § 44-9-3(A)(9), for
17 being the beneficiary of inadvertent submissions of false claims who subsequently discovered the
18 falsity of the claims and failed to disclose the false claim to the state or political subdivision within
19 a reasonable time after discovery of the false claim.

20 557. Specifically, on information and belief, Defendant was the beneficiary of false
21 claims for payment presented to New Mexico for purchases made under the GSA Federal Supply
22 Schedule for body armor accessory panels which were falsely labeled as being certified to NIJ
23 Standard-0101.06 and providing NIJ threat level IIIA protection.

24 558. Additionally, on information and belief, Defendant was the beneficiary of false
25 claims for payment presented to New Mexico for purchases made under the NASPO ValuePoint
26

1 Cooperative Purchasing Program for body armor accessory panels which were falsely labeled as
2 being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

3 559. Moreover, on information and belief, Defendant was the beneficiary of false or
4 fraudulent claims for payment presented to New Mexico for other purchases of body armor
5 accessory panels which were falsely labeled as being certified to NIJ Standard-0101.06 and
6 providing NIJ threat level IIIA protection.

7 560. These claims were false in that the accessory panels were falsely labeled and
8 marketed by: (1) falsely claiming that the accessory panels were certified by NIJ when in fact NIJ
9 did not and does not certify accessory panels; (2) falsely claiming that the accessory panels were
10 listed on the Compliant Product List (“CPL”); (3) falsely claiming CPL models from other
11 products applied to their accessory panels in marketing and labeling; (4) falsely claiming to be
12 compliant with NIJ standards when in fact their labeling and marketing violated NIJ labeling
13 requirements agreed to by Defendant when they entered their Compliance Testing Program
14 (“CTP”) agreements; and (5) falsely claiming that the accessory panels offered NIJ threat level
15 IIIA protection when in fact these products could not pass testing according to NIJ Standard-
16 0101.06.

17 561. On information and belief, Defendant subsequently discovered the prior false
18 labeling and marketing of their accessory panels. For example, in or around 2016 Point Blank
19 made changes to its accessory panel labels, and, in or around November 2018 NIJ issued an
20 Administrative Clarification stating that accessory panels were not authorized to display the NIJ
21 mark.

22 562. On information and belief, Defendant did not disclose the prior false claims to New
23 Mexico or the relevant political subdivision within a reasonable time after discovery of the false
24 claims and still has not disclosed said claims.

1 563. As a direct and proximate result of the Defendant's violations of the NMFATA,
2 N.M. Stat. Ann. § 44-9-3(A)(9), New Mexico has sustained damages in an amount to be
3 determined at trial and is entitled to damages plus a civil penalty for each violation.

4 564. Relator respectfully requests the Court enter judgment against the Defendant as
5 follows: (1) awarding New Mexico damages in an amount required by law; (2) imposing civil
6 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
7 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
8 amount allowed to them pursuant to the NMFATA; and (5) entering any such other order and
9 further relief as this Court deems proper.

10 **COUNT THIRTY-FOUR — VIOLATIONS OF THE NEW YORK**
11 **FALSE CLAIMS ACT**
12 **N.Y. STATE FIN. LAW § 189(1)(a)**
13 **(As to Defendant Point Blank)**

14 565. Relator re-alleges and incorporates by reference the prior paragraphs as though
fully set forth herein.

15 566. Relator brings these claims against Defendant on behalf of New York for treble
16 damages and penalties under the New York False Claims Act ("NYFCA"), N.Y. State Fin. Law §
17 189(1)(a), for knowingly presenting or causing to be presented false or fraudulent claims for
18 payment or approval.

19 567. Specifically, on information and belief, Defendant presented or caused to be
20 presented claims for payment or approval to New York for purchases made under the GSA Federal
21 Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded,
22 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
23 Standard-0101.06 and providing NIJ threat level IIIA protection.

24 568. Additionally, on information and belief, Defendant presented or caused to be
25 presented claims for payment or approval to New York for purchases made under the NASPO
26 ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant

1 knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and
 2 labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

3 569. Moreover, on information and belief, Defendant presented or caused to be
 4 presented claims for payment or approval to New York for other purchases of body armor
 5 accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were
 6 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 7 providing NIJ threat level IIIA protection.

8 570. Defendant falsely labeled and marketed their accessory panels by: (1) falsely
 9 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
 10 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 11 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
 12 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
 13 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
 14 Defendant when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
 15 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
 16 these products could not pass testing according to NIJ Standard-0101.06.

17 571. All of these claims were knowingly false or fraudulent claims under the NYFCA.

18 572. As a direct and proximate result of the Defendant’s violations of the NYFCA, N.Y.
 19 State Fin. Law § 189(1)(a), New York has sustained damages in an amount to be determined at
 20 trial and is entitled to damages plus a civil penalty for each violation.

21 573. Relator respectfully requests the Court enter judgment against the Defendant as
 22 follows: (1) awarding New York damages in an amount required by law; (2) imposing civil
 23 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
 24 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
 25 amount allowed to them pursuant to the NYFCA; and (5) entering any such other order and further
 26 relief as this Court deems proper.

**COUNT THIRTY-FIVE — VIOLATIONS OF THE NEW YORK
FALSE CLAIMS ACT
N.Y. STATE FIN. LAW § 189(1)(b)
(As to Defendant Point Blank)**

574. Relator re-alleges and incorporates by reference the prior paragraphs as though fully set forth herein.

575. Relator brings these claims against Defendant on behalf of New York for treble damages and penalties under the NYFCA, N.Y. State Fin. Law § 189(1)(b), for knowingly making, using, or causing to be made or used false records and/or statements material to false or fraudulent claims.

576. Specifically, on information and belief, Defendant made, used, or caused to be made or used false records and/or statements material to false or fraudulent claims to New York for purchases made under the GSA Federal Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

577. Additionally, on information and belief, Defendant made, used, or caused to be made or used false records and/or statements material to false or fraudulent claims to New York for purchases made under the NASPO ValuePoint Cooperative Purchasing Program for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

578. Moreover, on information and belief, Defendant made or caused to be made false records and/or statements material to false or fraudulent claims to New York for other purchases of body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

1 579. Defendant's false records and/or statements included labeling and marketing
 2 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
 3 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
 4 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
 5 accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant
 6 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
 7 agreed to by Defendant when they entered their Compliance Testing Program ("CTP")
 8 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
 9 when in fact these products could not pass testing according to NIJ Standard-0101.06.

10 580. All of these records and/or statements were knowingly false under the NYFCA.

11 581. These false records and/or statements led New York to believe that the Defendant's
 12 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
 13 forth in the NIJ Standard-0101.06 in testing. New York typically requires the body armor products
 14 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
 15 NIJ Standard-0101.06 in testing. On information and belief, New York would not have purchased
 16 body armor accessory panels that were not certified to NIJ Standard-0101.06 or that would not
 17 meet minimum standards set forth in the NIJ Standard-0101.06 in testing or, alternatively, would
 18 not have paid the price charged by Defendant for such products. Defendant's false records and/or
 19 statements were therefore material to their false claims.

20 582. As a direct and proximate result of the Defendant's violations of the NYFCA, N.Y.
 21 State Fin. Law § 189(1)(b), New York has sustained damages in an amount to be determined at
 22 trial and is entitled to damages plus a civil penalty for each violation.

23 583. Relator respectfully requests the Court enter judgment against the Defendant as
 24 follows: (1) awarding New York damages in an amount required by law; (2) imposing civil
 25 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
 26 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum

1 amount allowed to them pursuant to the NYFCA; and (5) entering any such other order and further
 2 relief as this Court deems proper.

3 **COUNT THIRTY-SIX — VIOLATIONS OF THE RHODE ISLAND**
 4 **FALSE CLAIMS ACT**
 5 **9 R.I. GEN. LAWS § 9-1.1-3(a)(1)**
 6 **(As to Defendants Point Blank and Safariland)**

7 584. Relator re-alleges and incorporates by reference the prior paragraphs as though
 8 fully set forth herein.

9 585. Relator brings these claims against Defendants on behalf of Rhode Island for treble
 10 damages and penalties under the Rhode Island False Claims Act (“RIFCA”), 9 R.I. Gen. Laws §
 11 9-1.1-3(a)(1), for knowingly presenting or causing to be presented false or fraudulent claims for
 12 payment or approval.

13 586. Specifically, on information and belief, Defendants presented or caused to be
 14 presented claims for payment or approval to Rhode Island for purchases made under the GSA
 15 Federal Supply Schedule for body armor accessory panels which Defendants knew, recklessly
 16 disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being
 17 certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

18 587. Additionally, on information and belief, Defendants presented or caused to be
 19 presented claims for payment or approval to Rhode Island for other purchases of body armor
 20 accessory panels which Defendants knew, recklessly disregarded, or deliberately ignored were
 21 falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and
 22 providing NIJ threat level IIIA protection.

23 588. Defendants falsely labeled and marketed their accessory panels by: (1) falsely
 24 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
 25 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
 26 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to their
 27 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards

1 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
2 Defendants when they entered their Compliance Testing Program (“CTP”) agreements; and
3 (5) falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
4 these products could not pass testing according to NIJ Standard-0101.06.

5 589. All of these claims were knowingly false or fraudulent claims under the RIFCA.

6 590. As a direct and proximate result of the Defendants’ violations of the RIFCA, 9 R.I.
7 Gen. Laws § 9-1.1-3(a)(1), Rhode Island has sustained damages in an amount to be determined at
8 trial and is entitled to damages plus a civil penalty for each violation.

9 591. Relator respectfully requests the Court enter judgment against the Defendants as
10 follows: (1) awarding Rhode Island damages in an amount required by law; (2) imposing civil
11 penalties as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator
12 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
13 amount allowed to them pursuant to the RIFCA; and (5) entering any such other order and further
14 relief as this Court deems proper.

15 **COUNT THIRTY-SEVEN — VIOLATIONS OF THE RHODE ISLAND**
16 **FALSE CLAIMS ACT**
17 **9 R.I. GEN. LAWS § 9-1.1-3(A)(2)**
(As to Defendants Point Blank and Safariland)

18 592. Relator re-alleges and incorporates by reference the prior paragraphs as though
19 fully set forth herein.

20 593. Relator brings these claims against Defendants on behalf of Rhode Island for treble
21 damages and penalties under the RIFCA, 9 R.I. Gen. Laws § 9-1.1-3(a)(2), for knowingly making,
22 using, or causing to be made or used false records and/or statements material to false or fraudulent
23 claims.

24 594. Specifically, on information and belief, Defendants made, used, or caused to be
25 made or used false records and/or statements material to false or fraudulent claims to Rhode Island
26 for purchases made under the GSA Federal Supply Schedule for body armor accessory panels

1 which Defendants knew, recklessly disregarded, or deliberately ignored were falsely or
2 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
3 threat level IIIA protection.

4 595. Additionally, on information and belief, Defendants made or caused to be made
5 false records and/or statements material to false or fraudulent claims to Rhode Island for other
6 purchases of body armor accessory panels which Defendants knew, recklessly disregarded, or
7 deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
8 Standard-0101.06 and providing NIJ threat level IIIA protection.

9 596. Defendants' false records and/or statements included labeling and marketing
10 materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not
11 and does not certify accessory panels; (2) claiming that the accessory panels were listed on the
12 Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to their
13 accessory panels in marketing and labeling; (4) reporting or stating that Defendants were compliant
14 with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements
15 agreed to by Defendants when they entered their Compliance Testing Program ("CTP")
16 agreements; and (5) claiming that the accessory panels offered NIJ threat level IIIA protection
17 when in fact these products could not pass testing according to NIJ Standard-0101.06.

18 597. All of these records and/or statements were knowingly false under the RIFCA.

19 598. These false records and/or statements led Rhode Island to believe that the
20 Defendants' accessory panels were certified to NIJ Standard-0101.06 and would meet minimum
21 standards set forth in the NIJ Standard-0101.06 in testing. Rhode Island typically requires the body
22 armor products it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards
23 set forth in the NIJ Standard-0101.06 in testing. On information and belief, Rhode Island would
24 not have purchased body armor accessory panels that were not certified to NIJ Standard-0101.06
25 or that would not meet minimum standards set forth in the NIJ Standard-0101.06 in testing or,
26

1 alternatively, would not have paid the price charged by Defendants for such products. Defendants'
2 false records and/or statements were therefore material to their false claims.

3 599. As a direct and proximate result of the Defendants' violations of the RIFCA, 9 R.I.
4 Gen. Laws § 9-1.1-3(a)(2), Rhode Island has sustained damages in an amount to be determined at
5 trial and is entitled to damages plus a civil penalty for each violation.

6 600. Relator respectfully requests the Court enter judgment against the Defendants as
7 follows: (1) awarding Rhode Island damages in an amount required by law; (2) imposing civil
8 penalties as are required by law; (3) awarding attorneys' fees, costs, and expenses that Relator
9 necessarily incurred in bringing and pressing this case forward; (4) awarding Relator the maximum
10 amount allowed to them pursuant to the RIFCA; and (5) entering any such other order and further
11 relief as this Court deems proper.

12 **COUNT THIRTY-EIGHT — VIOLATIONS OF THE VIRGINIA
13 FRAUD AGAINST TAXPAYERS ACT
14 VA. CODE ANN. § 8.01-216.3(A)(1)
(As to Defendant Point Blank)**

15 601. Relator re-alleges and incorporates by reference the prior paragraphs as though
16 fully set forth herein.

17 602. Relator brings these claims against Defendant on behalf of Virginia for treble
18 damages and penalties under the Virginia Fraud Against Taxpayer Act ("VFATA"), Va. Code
19 Ann. § 8.01-216.3(A)(1), for knowingly presenting or causing to be presented false or fraudulent
20 claims for payment or approval.

21 603. Specifically, on information and belief, Defendant presented or caused to be
22 presented claims for payment or approval to Virginia for purchases made under the GSA Federal
23 Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded,
24 or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ
25 Standard-0101.06 and providing NIJ threat level IIIA protection.

1 604. Additionally, on information and belief, Defendant presented or caused to be
2 presented claims for payment or approval to Virginia for other purchases of body armor accessory
3 panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or
4 fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ
5 threat level IIIA protection.

6 605. Defendant falsely labeled and marketed their accessory panels by: (1) falsely
7 claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not
8 certify accessory panels; (2) falsely claiming that the accessory panels were listed on the Compliant
9 Product List (“CPL”); (3) falsely claiming CPL models from other products applied to its
10 accessory panels in marketing and labeling; (4) falsely claiming to be compliant with NIJ standards
11 when in fact their labeling and marketing violated NIJ labeling requirements agreed to by
12 Defendant when they entered their Compliance Testing Program (“CTP”) agreements; and (5)
13 falsely claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
14 these products could not pass testing according to NIJ Standard-0101.06.

15 606. All of these claims were knowingly false or fraudulent claims under the VFATA.

16 607. As a direct and proximate result of the Defendant’s violations of the VFATA, Va.
17 Code Ann. § 8.01-216.3(A)(1), Virginia has sustained damages in an amount to be determined at
18 trial and is entitled to damages plus a civil penalty for each violation.

19 608. Relator respectfully requests the Court enter judgment against the Defendant as
20 follows: (1) awarding Virginia damages in an amount required by law; (2) imposing civil penalties
21 as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator necessarily
22 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
23 allowed to them pursuant to the VFATA; and (5) entering any such other order and further relief
24 as this Court deems proper.

**COUNT THIRTY-NINE — VIOLATIONS OF THE VIRGINIA
FRAUD AGAINST TAXPAYERS ACT
VA. CODE ANN. § 8.01-216.3(A)(2)
(As to Defendant Point Blank)**

609. Relator re-alleges and incorporates by reference the prior paragraphs as though fully set forth herein.

610. Relator brings these claims against Defendant on behalf of Virginia for treble damages and penalties under the VFATA, Va. Code Ann. § 8.01-216.3(A)(2), for knowingly making, using, or causing to be made or used false records and/or statements material to false or fraudulent claims.

611. Specifically, on information and belief, Defendant made, used, or caused to be made or used false records and/or statements material to false or fraudulent claims to Virginia for purchases made under the GSA Federal Supply Schedule for body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

612. Additionally, on information and belief, Defendant made or caused to be made false records and/or statements material to false or fraudulent claims to Virginia for other purchases of body armor accessory panels which Defendant knew, recklessly disregarded, or deliberately ignored were falsely or fraudulently marketed and labeled as being certified to NIJ Standard-0101.06 and providing NIJ threat level IIIA protection.

613. Defendant's false records and/or statements included labeling and marketing materials: (1) claiming that the accessory panels were certified by NIJ when in fact NIJ did not and does not certify accessory panels; (2) claiming that the accessory panels were listed on the Compliant Product List ("CPL"); (3) claiming CPL models from other products applied to its accessory panels in marketing and labeling; (4) reporting or stating that Defendant was compliant with NIJ standards when in fact their labeling and marketing violated NIJ labeling requirements

1 agreed to by Defendant when they entered its Compliance Testing Program (“CTP”) agreements;
2 and (5) claiming that the accessory panels offered NIJ threat level IIIA protection when in fact
3 these products could not pass testing according to NIJ Standard-0101.06.

4 614. All of these records and/or statements were knowingly false under the VFATA.

5 615. These false records and/or statements led Virginia to believe that the Defendant’s
6 accessory panels were certified to NIJ Standard-0101.06 and would meet minimum standards set
7 forth in the NIJ Standard-0101.06 in testing. Virginia typically requires the body armor products
8 it purchases to be certified to NIJ Standard-0101.06 and meet minimum standards set forth in the
9 NIJ Standard-0101.06 in testing. On information and belief, Virginia would not have purchased
10 Defendant’s accessory panels if it had known that they were not certified to NIJ Standard-0101.06
11 or that did not meet minimum standards set forth in the NIJ Standard-0101.06 in testing or,
12 alternatively, would not have paid the price charged by Defendant for such products. Defendant’s
13 false records and/or statements were therefore material to their false claims.

14 616. As a direct and proximate result of the Defendant’s violations of the VFATA, Va.
15 Code Ann. § 8.01-216.3(A)(2), Virginia has sustained damages in an amount to be determined at
16 trial and is entitled to damages plus a civil penalty for each violation.

17 617. Relator respectfully requests the Court enter judgment against the Defendant as
18 follows: (1) awarding Virginia damages in an amount required by law; (2) imposing civil penalties
19 as are required by law; (3) awarding attorneys’ fees, costs, and expenses that Relator necessarily
20 incurred in bringing and pressing this case forward; (4) awarding Relator the maximum amount
21 allowed to them pursuant to the VFATA; and (5) entering any such other order and further relief
22 as this Court deems proper.

23 **VII. PRAYER FOR RELIEF**

24 618. WHEREFORE, Relator respectfully requests this Court enter judgment against the
25 Defendants as follows: (1) awarding the United States and the States damages in the amount
26 required by law; (2) imposing civil penalties as are required by law; (3) awarding attorneys’ fees,

1 costs, and expenses that Relator necessarily incurred in bringing and pressing this case forward;
2 (4) awarding Relator the maximum amount allowed to them pursuant to the FCA and equivalent
3 State statutes; and (5) entering any such other order and further relief as this Court deems proper.

4 **VIII. DEMAND FOR JURY TRIAL**

5 619. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Relator hereby
6 demands a trial by jury.

7
8 Respectfully submitted this 1st day of November, 2019.

9 KELLER ROHRBACK L.L.P.

10
11 By Laura R. Gerber

12
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